



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Tuesday, December 18, 2018

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **December 18, 2018** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

This meeting can be viewed LIVE on TW Cable Channel 4; AT&T U-verse Channel 99; www.depere.tv. This meeting is also rebroadcast on TV throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the December 4, 2018 Common Council Meeting.
4. Public Hearing to levy special assessments for sanitary sewer, water main, storm sewer, and storm water management pond on Ryan Road from 430 feet south of Diversity Drive to Diversity Drive and on the west side of Ryan Road 800 feet north of Diversity Drive.
 - a. Notice of Public Hearing.
 - b. Recommendation from the Board of Public Works.
 - c. Resolution #18-124 Final Resolution Authorizing Sanitary Sewer, Water System and Storm Water Management System Improvements and Levying Special Assessments Against Benefitted Property (Ryan Road from 800 Feet North of Diversity Drive to 430 Feet South of Diversity Drive).
5. Public Hearing on the Rezoning of Parcels WD-L482, WD-L483 and WD-L484.
 - a. Notice of Public Hearing.
 - b. Recommendation from the Plan Commission.
 - c. Ordinance #18-28 Rezoning Certain Property (Parts of Parcels WD-L482, WD-L483 and WD-L484).
6. Public Hearing on a Conditional Use Permit for Parcels WD-D0208, WD-D0210 and part of the Renkens Court ROW at 1218 Grant Street and 1216 Renkens Court to allow a combination motor vehicle service station and grocery store on the property.
 - a. Notice of Public Hearing.
 - b. Recommendation from the Plan Commission.
 - c. Resolution #18-125 Authorizing a Conditional Use Permit (Parcels WD-D0208 and WD-D0209).
7. Public comment upon matters not on the agenda and other announcements.

8. Recommendation from the License Committee on an Application for a Premises Description Change for El Maya Mexican Restaurant Inc.
9. Recommendation from the Plan Commission to approve a Proposed Two Lot & One Outlot Certified Survey Map at 825 East River Drive (Parcel ED-1128-E-1-3). Submitted by Michael D. Vande Hei, PLS, authorized representative for CP Legacy LLC & Harold Macco Trust #2, property owner.
10. Recommendation from the Board of Public Works to Approve the Definitely De Pere Streetscape Projects
11. Consider Community Service Grant Application.
12. Ordinance #18-29 Repealing and Recreating Section 30-2 De Pere Municipal Code Regarding Park Regulations.
13. Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209 and WD-D0210). (Refer to public hearing).
14. Resolution #18-127 Authorizing Agreement Between the City of De Pere and Irwin School Development, LLC for the Redevelopment of the Former Irwin School Property (428 North Superior Street; Parcel ED-477).
15. Resolution #18-128 Authorizing Second Amendment to Agreement Between the City of De Pere and GRAEF-USA, Inc. (James Street Streetscape Design Services).
16. Resolution #18-129 Revising Sewer Service Rates (December 2018).
17. Resolution #18-130 Authorizing Release of Storm Sewer-Drainage Easement (Parcels ED-2309 and ED-2310; Millennium Court)
18. Resolution #18-131 Authorizing Issuance of a Promissory Note for Temporary Borrowing of \$570,000 for Public Purposes.
19. Resolution #18-132 Amending Resolution #18-111 (Adoption of Tax Levy for City Purposes to Support the 2019 City Budget by Re-apportioning \$900,000 Budgeted for Improving and Transforming the City Pools to the Debt Service Fund Rather than the Capital Projects Fund.
20. Voucher Approval.
21. Operator License Applications.
22. Future Agenda Items.
23. Adjournment.

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Craig and Valerie Oestreich
Basgig Investors, LLC
Unified School District of De Pere

Pat Kaster
Kristan Sanchez
Anuj Rastogi
Lindsey Bovinet
Randy Oettinger
Joel Ehrfurth
Michael F. Dura, RA
Michael H. & Ronald P. Vieau ET AL
Byrne Trust
Krist Oil Company
Steven Bieda
Raymand Hoffmann
David Anderson
Irish Construction & Investments
Selner Properties LLC
Tina Quigley
Sergio Jimenez
Claudia Schultz
G & G REBUILDERS INC
R & M GARRITY FARM LLC ETAL
GARRITY FAMILY REAL ESTATE LLC
RANDALL R & SARA A SIEVERT
ERICA L BEYER
HARLEY D & SARA M QUARNSTROM
BRANDI L & AUDRA B KISKIS
MICHAEL B & HEIDI K FARIAS
MOUA K & HEATHER L VANG
BARTHOLOMEW & HEIDI BAEB
CARLA M PEEBLES
KRISTIN M ZENKER
JONATHON & SHANDA BRUX
JENNA B CLABOTS
DEAN & MARYLYN WISKOW
DAVID N HENDRICKS & MARY J SVOBODA
JOSEPH D & JENNIFER R SMITS
JACOB J & JENNIFER R VANDERLOGT
CHRISTIAN J DIEKVOSS
TYLER J & ELIZABETH C ALDRICH
LEE A & KRISTINA M AMBROSIUS
HEIDI M ROGERS
DAVID D & CAROLE J RAASCH
VICKI R & JASON T HAWORTH
LEE A & KRISTINA M AMBROSIUS
JAMIE P & SARAH A PLATZ
PRIME VEAL INC
MICHAEL P & LORI R FLEMING
BARBARA A LOUIS
TIMOTHY J HOCKERS
TOWN OF LAWRENCE
LAMERS A & K PROPERTIES LLP
JASS REALTY COMPANY LLC
BYRNE TRUST
MARIE VIEAU LE
HAROLD A NACKERS
BERO BERO & BEAR LLC
PAUL T & TABATHA J NEUMAN
STEVEN & RENEE VER HAAGH
COUNTRY VISIONS COOPERATIVE



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the December 4, 2018 Common Council Meeting.

ATTACHMENTS:

- 12-04-2018 Common Council Minutes (DOC)



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Tuesday, December 4, 2018

7:30 PM

De Pere City Hall Council Chambers

1. Call to Order: The meeting was called to order at 7:30 PM by Mayor Walsh.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Aldersperson	Present
Dan Carpenter	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Jonathon Hansen	Aldersperson	Present
Ryan Jennings	Aldersperson	Present
Larry Lueck	Aldersperson	Present
Casey Nelson	Aldersperson	Present
Dean Raasch	Aldersperson	Present

2. Pledge of Allegiance to the Flag.

3. Approval of the Minutes of the November 20, 2018 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Casey Nelson, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

4. Public comment upon matters not on the agenda and other announcements.

Aldersperson Lueck announced that he will not be seeking re-election and encouraged constituents to look into running for Council.

5. Recommendation from Plan Commission to approve the proposed 80 Lot and two Outlot Preliminary Plat of "Garrity's Glen South" at 2500 BLK Lawrence Drive (parts of Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized representative for R&M Garrity Farm LLC, property owner.

Aldersperson Hansen asked if the developer is planning to plant trees. Aldersperson Raasch moved, seconded by Aldersperson Hansen to open the meeting. Upon vote, motion carried unanimously. The developer's representative, Joel Ehrfurth with Mach IV, came forward and explained that they do plant trees in the terrace; there is no mechanism on the plat to identify street plantings.

Brandi Kiskis came forward and identified herself as a neighborhood representative to speak against the use of lots 79 and 80 for apartment buildings. She stated the group requests that rather than put in apartments in those spaces, that the developer designate those lots as green space with a small community park. Discussion followed with Development Services Director Kim Flom regarding the City's Comprehensive Plan. Audra Kiskis came forward and spoke to the need for a community park in their neighborhood. Parks Director Marty Kosobucki explained that the City's goal is to make sure every part of the City is within a certain radius of a park and that radius is determined by the size of the park. He explained that this neighborhood is covered by

both Southwest Park and Samantha Park. Discussion followed regarding the service radius and the expense of parks to the City. Alderperson Raasch moved, seconded by Alderperson Boyd to close the meeting at 8:11 p.m. Upon vote, motion carried unanimously. Discussion followed regarding enhancements to Southwest Park to appeal to smaller children and the additional crosswalk added to cross Lawrence Drive.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

6. Ordinance #18-26 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations (second reading).

RESULT:	ADOPTED [7 TO 1]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Jennings, Lueck, Nelson, Raasch
NAYS:	Jonathon Hansen

7. Resolution #18-117 Disallowance of Claim (Anita Perock).

Alderperson Carpenter asked about sewer televising schedules.

RESULT:	ADOPTED [7 TO 1]
MOVER:	Larry Lueck, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch
NAYS:	Dan Carpenter

8. Resolution #18-118 Rescinding Excess Stadium Tax Allocation for a Splash Pad and Redirecting the Same to Improving and Transforming the Pools at VFW Park and Legion Park (Request of Ald. Raasch).

Alderperson Raasch explained that the intent of these resolutions was to allocate funds in a way to get the pool projects moving more quickly and to provide some tax relief. Discussion followed regarding immediate pool expenses such as hiring a consultant and demo of VFW pool. Alderperson Hansen moved, seconded by Alderperson Crevier to strike “believes that construction of a splash pad in the City will occur at either or both VFW Park and Legion Park pools in conjunction with the improvement and transformation of those facilities” from the fifth paragraph of the resolution. Upon vote, motion carried unanimously. Mayor Walsh explained that the intent of the stadium tax refund was to use it for economic development, tax relief, or to pay down debt; he explained he would like to see the momentum continue in the downtown areas and that adding \$300,000 to the pools won’t make the project move any faster. Discussion followed regarding soliciting more input from residents, other locations for the splashpad, and updated information on the bandshell project.

RESULT:	DEFEATED [0 TO 8]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Dean Raasch, Alderperson
NAYS:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

9. Resolution #18-119 Rescinding Stadium Tax Allocation for Voyager Park Amphitheater/Stage and Redirecting the Same to Improving and Transforming the Pools at VFW Park and Legion Park (Request of Ald. Raasch).

Alderperson Raasch moved, seconded by Alderperson Boyd to deny the resolution. Discussion followed. Upon vote, motion carried unanimously.

RESULT:	DEFEATED [UNANIMOUS]
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

10. Resolution #18-120 Authorizing Agreement for Contractor Services Between the City of De Pere and Shanna Koltz and Naomi Moes Jenkins (Main Avenue/Nicolet Square Alley Art Installation).

Alderperson Hansen asked about the agreement for contractor services and the meaning of the "changes deemed necessary" in section II. C. 3. Alderperson Jennings moved, seconded by Alderperson Nelson to open the meeting. Upon vote, motion carried unanimously. The artists, Naomi Moes and Shanna Koltz, came forward and explained that though they have a plan for the project in place, they reserve the right to make changes to the project if their plan falls short of their vision. Alderperson Nelson moved, seconded by Alderperson Hansen to close the meeting. Upon vote, motion carried unanimously. Discussion followed regarding the cost of the project and the proceeds from reproductions of the project.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

11. Resolution #18-121 Authorizing Easement Agreements With Owners of Parcels WD-912 and WD-913 For Installation of Wall Art/Wall Improvements.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

12. Resolution #18-122 Approving Updated Facade Improvement Project and Authorizing Grant Disbursement Therefor (365 Main Avenue - Parcel WD-920).

Alderperson Hansen inquired about an invoice dated 2017.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

13. Resolution #18-123 Authorizing Agreement for Consulting Services Between the City of De Pere and Core Distinction Group LLC (Hotel Feasibility Study).

Alderson Crevier asked about the wording of the resolution that indicates this agreement was reviewed by the Finance/Personnel Committee. Development Services Director Kim Flom explained that the Finance/Personnel Committee authorized staff to hire a consultant; this is the agreement for that consultant. Discussion followed.

RESULT:	ADOPTED [6 TO 2]
MOVER:	James Boyd, Alderson
SECONDER:	Jonathon Hansen, Alderson
AYES:	Boyd, Carpenter, Hansen, Jennings, Nelson, Raasch
NAYS:	Scott Crevier, Larry Lueck

14. Operator License Applications.

Alderson Boyd moved, seconded by Alderson Carpenter to table Previously Tabled Operator License Applications #1 and 2. Upon vote, motion carried unanimously.
Alderson Boyd moved, seconded by Alderson Hansen to approve Operator License Applications #1-10. Upon vote, motion carried unanimously.

15. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderson
SECONDER:	Scott Crevier, Alderson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

16. Future Agenda Items.

17. Adjournment.

Alderson Hansen moved, seconded by Alderson Nelson to adjourn the meeting at 9:08 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #18-124 Final Resolution Authorizing Sanitary Sewer, Water System and Storm Water Management System Improvements and Levying Special Assessments Against Benefitted Property (Ryan Road from 800 Feet North of Diversity Drive to 430 Feet South of Diversity Drive).

The Board of Public Works, at the November 12, 2018 meeting, approved sending the preliminary resolution for special assessments for sanitary sewer system, water system – new water main, existing water system, new development storm system, and/or storm water management for Ryan Road from 800 feet north of Diversity Drive to 430 feet south of Diversity Drive to Common Council for approval. The motion was approved unanimously with 5-0 vote.

In conjunction with the construction of the 61-parcel Pine Trail Crossing subdivision, the City plans to urbanize and reconstruct Ryan Road and construct new utilities to service the area.

This project involves reconstructing the rural, asphalt street to a concrete roadway to meet City standards from 800 feet north of Diversity Drive to 430 feet south of Diversity Drive. The water main will be extended south of Diversity Drive and new sanitary sewer, storm sewer, and storm water management facilities are being constructed in conjunction with the subdivision construction and subsequent street reconstruction. There is existing 12-inch PVC water main from Diversity Drive to the north.

The preliminary resolution, along with Schedules B, C, and D, for the utility construction and storm water management costs are attached. The reconstruction of Ryan Road will be funded by the general obligation debt and the construction of a new lift station to service the area will be funded by the sewage revenue fund.

Assessment charges for the project include the following:

- New sanitary sewer main and lateral installation which will be assessed at 100% to the benefiting properties.
- New water main and lateral installation which will be assessed at 100% to the benefiting properties.
- There will be an assessment for associated construction costs for the existing 12-inch PVC water main that was constructed in 2007 to provide water to Altmayer Elementary

School. Each property that will now be serviced off of this existing line will be assessed their associated construction costs.

- New storm sewer main and lateral installation for newly developed properties will be assessed at 100% to the benefiting properties. 2730 Ryan Road is the only existing property that is connecting to the new storm sewer and will be assessed at the rates approved by the Board of Public Works on February 12, 2018. This is a separate action item by the Board.
- The expansion of the storm water management pond will be assessed at 100% to benefiting properties that are not developed. Properties that are already developed will not be assessed for storm water management as they already utilize the existing pond.

The assessments impact Basgig Investor's LLC (Pine Trail Crossing), the Unified School District of De Pere (USDD) and Craig and Valerie Oestreich (ED-427). The City has agreements with Basgig Investor's LLC and USDD for the assessments.

The staff recommendation is to approve the preliminary resolution to the Common Council to schedule a Public Hearing with the following additions:

- 10-year payback period for these assessments for ED-427.
- 5-year interest free deferment for the sanitary sewer and water main assessments against parcel ED-427 until connection is made. If not made before, connection will be required after 5-years.

ATTACHMENTS:

- Reso18-124 (DOC)
- 12-18-18 Public Hearing for special assessments - Res. 18-124 (DOC)
- Special Assessment Boundary Map_11.12.2018 (PDF)
- Schedule B & C Sanitary_Sewer_Ryan (PDF)
- Schedule B & C Water_Main_Ryan (PDF)
- Schedule B & C Water Main-Existing (PDF)
- Schedule B & C StormSewerCost-New_Development_Ryan (PDF)
- Schedule B & C Storm_Water_Management (PDF)
- Schedule D - Ryan Road (PDF)

RESOLUTION #18-124

FINAL RESOLUTION AUTHORIZING SANITARY SEWER, WATER SYSTEM AND STORM
WATER MANAGEMENT SYSTEM IMPROVEMENTS AND LEVYING SPECIAL
ASSESSMENTS AGAINST BENEFITED PROPERTY
(Ryan Road from 800 Feet North of Diversity Drive to 430 Feet South of Diversity Drive)

WHEREAS, the Common Council of the City of De Pere having declared its intention to exercise its police power to levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the areas described below and special assessments to be levied on a reasonable basis upon the property benefited thereby; said improvements to include: sanitary sewer, water main, storm sewer and storm water management pond and incidentals therefore where necessary and required. Said improvements shall be constructed in, and the properties benefiting therefrom are contained within, the following described areas or abutting streets:

**SANITARY SEWER, WATER SYSTEM – NEW WATER MAIN, EXISTING WATER
SYSTEM, NEW DEVELOPMENT STORM SYSTEM, AND STORM WATER
MANAGEMENT POND**

West side of Ryan Road from 430 feet south of Diversity Drive to 800 feet north of Diversity Drive.

East side of Ryan Road from 430 feet south of Diversity Drive to Diversity Drive.

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding such improvements and, pursuant thereto, a public hearing has been held at the City Hall Council Chambers on the 18th day of December, 2018 at 7:35 p.m., whereupon the Common Council heard all interested parties or their agents or attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, that:

1. The report of the Board of Public Works of the City of De Pere, as compiled by the Director of Public Works, pertaining to the construction of the above described improvements, including plans and specifications therefore (as modified*) is hereby adopted and approved.

2. The Common Council, based on its view of the property and its review of such report, determines that the above described properties are benefited by such public improvements and that the benefits and amounts assessed against each parcel on the basis shown in the report (as modified*), representing an exercise of police power, are determined to be on a reasonable basis and are hereby confirmed and approved.

3. Payment for the public improvements shall be made by assessing the cost therefore against the above described benefited properties as indicated in such report.

4. The assessments hereby levied for said improvements shall be paid upon the occurrence of the earliest of the following:

- (1) Five year interest free deferment for sanitary and water assessment against existing developed parcels until connection is made, at which time an invoice will be sent. If not made before, connection will be required after 5-years from City notification that the project is substantially complete;
- (2) No interest imputed if payment of assessment made in full within 30 days of invoice;
- (3) In not paid within 30 days of invoice, payment shall be made in ten (10) yearly installments once the assessment is due, together with interest on the unpaid balance thereon at the rate of 3.782%, with payment in full due upon transfer of the property;
- (4) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.

5. The total amount assessed benefited properties shall not exceed the total cost of the improvements.

6. The Clerk-Treasurer is hereby directed to publish this resolution in the Green Bay Press Gazette as a Class 1 Notice.

7. The Clerk-Treasurer is further directed to mail a copy of this resolution to the property owners whose names appear on the assessment roll whose address is known or can, with reasonable diligence, be ascertained.

8. If any section, sentence, or clause of this resolution or any special assessment set forth or referenced herein shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining sections or assessments approved herein, which shall remain in full force and effect.

9. This resolution shall remain in full force and effect from and after its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

* Strike if not modified by the Council

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, the Common Council of the City of De Pere, Wisconsin, has declared its intention to exercise its police powers and levy special assessments pursuant to section 13-7, De Pere Municipal Code and Section 66.0703, Wis. Stats. for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include sanitary sewer, water main, storm sewer, and storm water management pond. Said improvements shall be constructed and the properties benefiting there from are contained in the following described areas or abutting streets:

SANITARY SEWER, WATER SYSTEM – NEW WATER MAIN, EXISTING WATER SYSTEM, NEW DEVELOPMENT STORM SYSTEM, AND STORM WATER MANAGEMENT POND

West side of Ryan Road from 430 feet south of Diversity Drive to 800 feet north of Diversity Drive.
East side of Ryan Road from 430 feet south of Diversity Drive to Diversity Drive.

1. The total assessed against such districts shall not exceed the total cost of the improvements. Sanitary sewer and new and existing water main shall be assessed at 100% against all adjacent benefitting parcels. Storm sewer and the storm water management pond expansion shall be assessed at 100% against undeveloped benefitting parcels. The Common Council determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based upon the linear footage of frontage for sanitary sewer, new and existing water main, and storm sewer construction, per each for sanitary, water, and storm laterals, and based on acreage for storm water management pond expansion construction.
2. The assessments against any parcel shall be paid as follows:
 - (a) Five year interest free deferment for sanitary and water assessment against existing developed parcels until connection is made. If not made before, connection will be required after 5-years from City notification that the project is substantially complete. Invoice shall be sent at the time of connection.
 - (b) No interest imputed if payment of assessment made in full within 30 days of invoice;
 - (c) Payment shall be in ten (10) yearly installments once the assessment is due, together with interest on the unpaid balance thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
 - (d) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer

The report of the Director of Public Works showing preliminary plans and specifications for said improvements, an estimate of the entire cost of the proposed improvements, a schedule of the proposed assessments, and a statement that the property against which the assessments are proposed is benefited, is on file in the office of the City Clerk-Treasurer and may be inspected there on any business day between the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday.

YOU ARE FURTHER NOTIFIED, that the Common Council will hear all interested persons or their agents or attorneys concerning matters contained in the Preliminary Resolution authorizing such assessment and the report, including proposed assessments of benefits, at 7:30 or as soon thereafter as can be heard, on Tuesday, December 18, 2018 in the Council Chambers of the City Hall.

All objections will be considered at said hearing, and thereafter the amount of the assessment finally determined.

1.4.c.b

BY ORDER OF THE COMMON COUNCIL
Shana Ledvina, Clerk - Treasurer

Attachment: 12-18-18 Public Hearing for special assessments - Res. 18-124 (7696 : Reso #18-124 Final Resolution Authorizing Improvements

UTILITY ASSESSMENT MAP RYAN ROAD

Attachment: Special Assessment Boundary Map_11.12.2018 (7696 : Reso #18-124 Final Resolution Authorizing Improvements and Special

ASSESSMENT
AREA (TYP.)

Legend

- Sanitary Manhole
- Sanitary Gravity Main
- Storm Manhole
- Storm Catch Basin
- Collectors
- Culvert
- Open Channel
- Hydrant
- Water Main

1 inch = 300 feet

Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

Project:
18-14

Pine Trail
Construction

10-2018
By: MAL

SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
SANITARY SEWER FOR RYAN ROAD
September 7, 2018

SANITARY SEWER MAIN

NOTE: INCLUDES A 5% CONTINGENCY

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
SS-01	Provide 8" PVC Sanitary Sewer (Granular Backfill)	25	\$52 LF	\$1,300	\$1,300
SS-02	Provide 8" PVC Sanitary Sewer (Natural Backfill)	1200	\$29 LF	\$34,800	\$34,800
SS-09	Provide 4' Diameter Sanitary Sewer Manhole	43.37	\$200 VF	\$8,674	\$8,674
Sub-Total				\$44,774	\$44,774
Technical, Legal, Administration, and Contingency				\$11,194	\$11,194
Total Estimated Cost				\$55,968	\$55,968
Total Estimated Project Cost				\$55,968	

SANITARY SEWER LATERAL - Single Family

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
SS-06	Provide 4" PVC Sanitary Sewer Lateral	91	\$32 LF	\$2,912	\$2,912
SS-07	Provide 8"x4" Sanitary Wye	7	\$45 EA	\$315	\$315
Sub-Total				\$3,227	\$3,227
Technical, Legal, Administration, and Contingency				\$807	\$807
Total Estimated Cost				\$4,034	\$4,034
Total Estimated Project Cost				\$4,034	

SANITARY SEWER LATERAL - Multi Family

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
SS-03	Provide 8" PVC Sanitary Sewer Lateral (Ryan Road)	15	\$61 LF	\$915	\$915
SS-09	Provide 4' Diameter Sanitary Sewer Manhole	13.51	\$200 EA	\$2,702	\$2,702
Sub-Total				\$3,617	\$3,617
Technical, Legal, Administration, and Contingency				\$904	\$904
Total Estimated Cost				\$4,521	\$4,521
Total Estimated Project Cost				\$4,521	

SCHEDULE C
PROPOSED ASSESSMENT RATES
SANITARY SEWER FOR RYAN ROAD

ASSESSMENT RATE CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Sanitary Sewer Main	LF	2551.02	\$55,968	\$21.94
Sanitary Sewer Laterals - Single Family	Each	7	\$4,034	\$576.25 Per Each
Sanitary Sewer Laterals - Multi Family	Each	1	\$4,521	\$4,521.25 Per Each

Note:

PROBABLE PROJECT FINANCING

Description	Units	Cost/ Unit	Total
(1) Sanitary Sewer Main Assessment	2551.02 LF	\$21.94	\$55,968
(2) Sanitary Sewer Lateral Assessment - Single Family	7 EA	\$576.25	\$4,034
(3) Sanitary Sewer Lateral Assessment - Multi Family	1 EA	\$4,521.25	\$4,521
Total Estimated Project Cost			\$64,523

Attachment: Schedule B & C Sanitary_Sewer_Ryan (7696 : Reso #18-124 Final Resolution Authorizing Improvements and Special Assessments Against Benefitted)

SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
WATER MAIN FOR RYAN ROAD
September 7, 2018

WATER MAIN

NOTE: INCLUDES A 5% CONTINGENCY

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
W-02	Provide 12" PVC Water Main (Natural Backfill)	430	\$37 LF	\$15,910	\$15,910
W-10	Provide 6" Gate Valve	1	\$1,150 EA	\$1,150	\$1,150
W-11	Provide Connection to Existing Water Main	1	\$1,250 EA	\$1,250	\$1,250
W-12	Provide Hydrant (6.5' Bury)	1	\$3,850 EA	\$3,850	\$3,850
W-13	Provide 6" PVC Hydrant Lead	6	\$60 LF	\$360	\$360
Sub-Total				\$22,520	\$22,520
Technical, Legal, Administration, and Contingency				\$5,630	\$5,630
Total Estimated Cost				\$28,150	\$28,150
Total Estimated Project Cost				\$28,150	

WATER SERVICE - RESIDENTIAL

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
W-07	Directional Drill 1" HDPE Water Service (Ryan Road)	530	\$42.00 LF	\$22,260	\$22,260
W-08	Provide 1" Corporation and Curb Stop	7	\$315.00 EA	\$2,205	\$2,205
SD-11	Provide 4" Concrete Sidewalk	40	\$ 50.00 SY	\$2,000	\$2,000
SD-12	Provide #4 Reinforcement Rebar	140	\$ 1.00 LF	\$140	\$140
SD-13	Drilled Tie Bars (Existing Sidewalk and Curb and Gutter)	60	\$ 8.50 EA	\$510	\$510
Sub-Total				\$27,115	\$27,115
Technical, Legal, Administration, and Contingency				\$6,779	\$6,779
Total Estimated Cost				\$33,894	\$33,894
Total Estimated Project Cost				\$33,894	

WATER SERVICE - MULTI-FAMILY

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
W-05	Provide 8" PVC Water Service (Ryan Road)	80	\$65 LF	\$5,200	\$5,200
W-09	Provide 8" Gate Valve	1	\$1,585 EA	\$1,585	\$1,585
W-14	Provide Water Service Offset (Ryan Road)	1	\$2,284 EA	\$2,284	\$2,284
Sub-Total				\$9,069	\$9,069
Technical, Legal, Administration, and Contingency				\$2,267	\$2,267
Total Estimated Cost				\$11,336	\$11,336
Total Estimated Project Cost				\$11,336	

SCHEDULE C
PROPOSED ASSESSMENT RATES
WATER FOR RYAN ROAD

ASSESSMENT RATE CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Water Main	LF	881.54	\$28,150	\$31.93
Water Services - Single Family	Each	7	\$33,894	\$4,841.96 Per Each
Water Services - Multi Family	Each	1	\$11,336	\$11,336.25 Per Each

Note:

PROBABLE PROJECT FINANCING

Description	Units	Cost/ Unit	Total
(1) Water Main Assessment	881.54 LF	\$31.93	\$28,150
(2) Water Service Assessment - Single Family	7 EA	\$4,841.96	\$33,894
(3) Water Service Assessment - Multi Family	1 EA	\$11,336.25	\$11,336
Total Estimated Project Cost			\$73,380

Attachment: Schedule B & C Water_Main_Ryan (7696 : Reso #18-124 Final Resolution Authorizing Improvements and Special Assessments Against Benefitted)

SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
EXISTING WATER MAIN FOR RYAN ROAD
May 2, 2018

EXISTING WATER MAIN

NOTE: IN 2007 THE DE PERE SCHOOL DISTRICT FUNDED 100% OF THE WATER MAIN BETWEEN DIVERSITY AND 870 FEET NORTH.

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
	Ryan Road Water Main - 2007 Cost (Includes Engineering)	0.5	\$84,688 LS	\$42,344	\$42,344
Total Estimated Cost				\$42,344	\$42,344

SCHEDULE C
PROPOSED ASSESSMENT RATES
SANITARY SEWER FOR RYAN ROAD

ASSESSMENT RATE CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Previously Constructed Water Main	LF	871.02	\$42,344	\$48.61

Note:

PROBABLE PROJECT FINANCING

Description	Units	Cost/ Unit	Total
(1) Sanitary Sewer Main Assessment	871.02 LF	\$48.61	\$42,344
Total Estimated Project Cost			\$42,344

SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
STORM SEWER FOR NEW DEVELOPMENT ON RYAN ROAD
September 7, 2018

STORM SEWER MAIN

NOTE: INCLUDES A 5% CONTINGENCY

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
ST-02	Provide 30" RCP/PP Storm Sewer (Granular)	485	\$76 LF	\$36,860	\$36,860
ST-07	Provide 12" RCP Class III or PVC Storm Sewer (Granular Backfill)	929	\$38 LF	\$35,302	\$35,302
ST-08	Provide 12" RCP Class III or PVC Storm Sewer (Natural Backfill)	5	\$24 LF	\$120	\$120
ST-15	Provide 5' Diameter Storm Manhole	14.64	\$385 VF	\$5,636	\$5,636
ST-16	Provide 4' Diameter Storm Manhole	12.74	\$300 VF	\$3,822	\$3,822
ST-18	Provide Type B Inlet	10	\$1,500 EA	\$15,000	\$15,000
ST-21	Provide 12" RCP Endwall	2	\$700 EA	\$1,400	\$1,400
SC-03	Inlet Protection Type B	10	\$40 EA	\$400	\$400
Sub-Total				\$98,540	\$98,540
Technical, Legal, Administration, and Contingency				\$24,635	\$24,635
Total Estimated Cost				\$123,176	\$123,176
Total Estimated Project Cost				\$123,176	

STORM SEWER LATERAL - SINGLE FAMILY

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
ST-10	Provide 6" PVC Storm Sewer Lateral	194	\$30 LF	\$5,820	\$5,820
ST-13	Provide 12"x6" Storm Branch or Inserta Tee	3	\$165 EA	\$495	\$495
Sub-Total				\$6,315	\$6,315
Technical, Legal, Administration, and Contingency				\$1,579	\$1,579
Total Estimated Cost				\$7,894	\$7,894
Total Estimated Project Cost				\$7,894	

SCHEDULE C
PROPOSED ASSESSMENT RATES
STORM SEWER FOR NEW DEVELOPMENT ON RYAN ROAD

ASSESSMENT RATE CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Storm Sewer Main	LF	2551.02	\$123,176	\$48.28
Storm Sewer Laterals - Single Family	Each	7	\$7,894	\$1,128 Per Each

Note:

PROBABLE PROJECT FINANCING

Description	Units	Cost/ Unit	Total
(1) Storm Sewer Main Assessment	2551 LF	\$48.28	\$123,176
(2) Storm Sewer Lateral Assessment - Single Family	7 EA	\$1,127.68	\$7,894
Total Estimated Project Cost			\$131,069

Attachment: Schedule B & C StormSewerCost-New_Development_Ryan (7696 : Reso #18-124 Final Resolution Authorizing Improvements and Special Assessments Against Benefitted)

SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
STORM WATER MANAGEMENT FOR DEVELOPMENT ON RYAN ROAD
September 7, 2018

STORM WATER MANAGEMENT

NOTE: INCLUDES A 5% CONTINGENCY

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable Storm Sewer to Pond	Assessable Storm Water Pond
STORM SEWER						
ST-02	Provide 30" RCP Class III, PVC, or PP Storm Sewer	978	\$76 LF	\$74,328	\$74,328	
ST-15	Provide 5' Diameter Manhole	26.61	\$385 VF	\$10,245	\$10,245	
ST-20	Provide 30" RCP Endwall	1	\$1,000 EA	\$1,000	\$1,000	
STREET AND DRAINAGE						
SD-03	Unclassified Excavation (Pond)	12810	\$7 CY	\$92,873		\$92,873
SPECIAL CONSTRUCTION						
SC-02	Provide Silt Fence	650	\$2 LF	\$1,300		\$1,300
SC-06	Tracking Pad	1	\$1,000 EA	\$1,000		\$1,000
SC-04	Provide Heavy Rip Rap w/Geotextile Fabric, (Type HR) (Pond)	20	\$50 SY	\$1,000	\$1,000	\$0
ADDITIONAL BID ITEMS						
AB-01	Provide 30" RCP Class (Class III), PVC or PP Storm Sewer with Natural Backfill	545	\$0 LF	\$0		\$0
AB-02	Provide Pond Outfall Structure	1	\$3,500 LS	\$3,500	\$3,500	
AB-03	Provide Grouted Rip Rap w/Geotextile Fabric	12	\$40 SY	\$480	\$480	
AB-04	Provide Wet Meadow Seeding with WisDOT Seed Mix No 60	1000	\$6 SY	\$6,000	\$6,000	
AB-05	Provide Erosion Control Urban Mat Class I, Type A	1000	\$2 SY	\$2,000	\$2,000	
SD-14	Landscaping - Seed, mulch and Fertilizer - ADDIT	2700	\$2 SY	\$5,400		\$5,400
Sub-Total				\$199,125	\$98,553	\$100,573
Technical, Legal, Administration, and Contingency				\$49,781	\$24,638	\$25,143
Total Estimated Cost				\$248,907	\$123,191	\$125,716
Total Estimated Project Cost				\$248,907		

SCHEDULE C
PROPOSED ASSESSMENT RATES
STORM WATER MANAGEMENT FOR DEVELOPMENT ON RYAN ROAD

STEP 1 - ASSESSMENT RATE CALCULATION BETWEEN SUBDIVISION AND SCHOOL FOR POND COST ALLOCATION

Note: Allocation based on the percent TSS reduction in pounds. Based on the SWMM pond model.

Location	Pond Allocation			Storm Allocation	Total Cost
	lbs.	Percent	Cost		
Pine Trail Crossing plus Existing House	19254	70.3%	\$88,418	\$123,191	\$211,609
Future School on 13.1 Acre Site	8122	29.7%	\$37,298	0	\$37,298
Total	27376	100.0%	\$125,716	\$123,191	\$248,907

STEP 2 - ASSESSMENT RATE CALCULATION FOR SUBDIVISION AND EXISTING HOUSE

Land Use	Unit Type	Number of Units	WDNR Pool Surface (1)	Weighted Area (Acre)
Single Family Residential Development	Acre	22.99	0.8	18.4
Multi Family Residential Development	Acre	4.79	1.0	4.8
Total		27.78		23.2
Cost per Weighted Area				\$9,128.16

Notes: (1) Calculation is based on surface area percentage from the WDNR Wet Detention Standard for Wet Pond Construction (1001), Appendix A - Calculation of Preliminary Pool Surface Area for TSS Reduction

STEP 3 - PROBABLE PROJECT FINANCING FOR ALL DEVELOPMENT

Description	Units	Cost/ Unit	Total
Single Family Residential Development (0.8 Factor X \$8686.90)	22.99 AC	\$7,302.53	\$167,885
Multi Family Residential Development (1.0 Factor X \$8686.90)	4.79 AC	\$9,128.16	\$43,724
Future School Site	13.1 AC	\$2,847.15	\$37,298
Total Estimated Project Cost			\$248,907

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS - October 29, 2018
TYPE OF IMPROVEMENT: SANITARY SEWER, WATER
LOCATION - RYAN ROAD FROM 470 FEET SOUTH OF DIVERSITY TO 840 FEET NORTH OF DIVERSITY

COST PER LINEAR FOOT - SANITARY SEWER MAIN	\$21.94	LF
COST PER UNIT - SANITARY SEWER LATERAL - SINGLE FAMILY	\$576.25	EA
COST PER UNIT - SANITARY SEWER LATERAL - MULTI FAMILY	\$4,521.25	EA
COST PER LINEAR FOOT - NEW WATER MAIN	\$31.93	LF
COST PER UNIT - WATER SERVICE - SINGLE FAMILY	\$4,841.96	EA
COST PER UNIT - WATER SERVICE - MULTI FAMILY	\$11,336.25	EA
COST PER LINEAR FOOT - EXISTING WATER MAIN	\$48.61	LF
COST PER LINEAR FOOT - STORM SEWER MAIN NEW DEVELOPMENT	\$48.28	LF
COST PER UNIT - STORM LATERAL - NEW DEVELOPMENT - SINGLE FAMILY	\$1,128.00	EA
COST PER ACRE - STORMWATER MANAGEMENT - MEDIUM DENSITY RESIDENTIAL	\$7,302.53	Acre
COST PER ACRE - STORMWATER MANAGEMENT - HIGH DENSITY RESIDENTIAL	\$9,128.16	Acre
COST PER ACRE - STORMWATER MANAGEMENT - FUTURE SCHOOL SITE	\$2,847.15	Acre

LOT NO. PROPERTY ADDRESS UNIT UNIT PARCEL NUMBER (LF) (Acre) PROPERTY OWNER				SANITARY SEWER SYSTEM						WATER SYSTEM - NEW WATER MAIN						WATER SYSTEM		NEW DEVELOPMENT STORM SYSTEM				STORM WATER MANAGEMENT						TOTAL ASSESSMENT					
				MAIN		LATERAL - SINGLE FAMILY		LATERAL - MULTI FAMILY		MAIN		SERVICE - SINGLE FAMILY		SERVICE - MULTI FAMILY		EXISTING WATER MAIN		STORM SEWER MAIN		STORM LATERAL - SINGLE FAMILY		MEDIUM DENSITY (3)		HIGH DENSITY (3)		FUTURE SCHOOL SITE (3)							
				UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST						
CRAIG AND VALERIE OESTREICH 2730 RYAN ROAD DE PERE WI 54115				ED-427	115	0.330	115	\$2,523.10	1	\$576.25	0	\$0.00	0	\$0.00	1	\$4,841.96	0	\$0.00	115	\$5,590.15	0	\$0.00	0	\$0.00	0.00	\$0.00	Note (2)	0	\$0.00	0.00	\$0.00	\$13,531.46	
BASGIG INVESTORS, LLC				ED-R27-1	411.19	2.970	411.19	\$9,021.51	3	\$1,728.75	0	\$0.00	0	\$0.00	3	\$14,525.88	0	\$0.00	411.19	\$19,987.95	411.19	\$19,852.25	3	\$3,384.00	2.97	\$21,690.16	0	\$0.00	0.00	\$0.00	\$90,190.49		
BASGIG INVESTORS, LLC				ED-R27-2	785.6	24.476	785.6	\$17,236.06	3	\$1,728.75	1	\$4,521.25	440.77	\$14,073.79	3	\$14,525.88	1	\$11,336.25	344.83	\$16,762.19	785.6	\$37,928.77	3	\$3,384.00	19.69	\$143,786.82	4.79	\$43,723.89	0.00	\$0.00	\$309,007.64		
UNIFIED SCHOOL DISTRICT OF DE PERE 3001 RYAN ROAD DE PERE WI 54115				ED-R28	798.46	24.761	0	\$0.00	ALREADY SERVED	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	ALREADY SERVED	0	\$0.00	ALREADY SERVED	0.00	\$0.00	\$0.00	
UNIFIED SCHOOL DISTRICT OF DE PERE 1700 CHICAGO STREET DE PERE WI 54115				ED-R28-1	440.77	8.97	440.77	\$9,670.49	DEFERRED	0	\$0.00	0	\$0.00	440.77	\$14,073.79	DEFERRED	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	ALREADY SERVED	0	\$0.00	ALREADY SERVED	13.10	\$37,297.67	\$61,041.94
				TOTAL	2551.02	61.507	1,752.56	\$38,451.17	7.00	\$4,033.75	1.00	\$4,521.25	881.54	\$28,147.57	7.00	\$33,893.72	1.00	\$11,336.25	871.02	\$42,340.28	1,196.79	\$57,781.02	6.00	\$6,768.00	22.66	\$165,476.97	4.79	\$43,723.89	13.10	\$37,297.67	\$473,771.54		

Notes:
(1) The GBMSD charge is for areas recently annexed. Parcels ED-R27 and ED-R27-1 were annexed previously but not charged by the City for GBMSD charges because there was no sewer service to the parcels. Charges are now included in this assessment at the same rate as recently annexed parcels.
(2) The storm water management fee is not charged to parcels that have been developed prior to the pond construction per the City ordinance.
(3) The storm water managemet fee includes the storm sewer from Ryan Road to the pond for the medium and high density development. This cost for the storm sewer is not charged to the school site because the school property will drain directly to the pond.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Ordinance #18-28 Rezoning Certain Property (Parts of Parcels WD-L482, WD-L483 and WD-L484).

On November 26, 2018, Plan Commission recommended approval of the rezoning, with conditions, by a vote of 6-0.

There were residents in attendance at the Plan Commission meeting that asked questions and expressed concerns about the proposal. Most expressed concerns about the R-3 zoning designation, but the duplexes, road network, traffic, property values and neighborhoods were also discussed.

At the meeting, Pat Kaster (the petitioner) identified that the apartments would be similar to Tim Halbrook's apartments in Howard, and that Mr. Halbrook would make the model available for viewing. Ms. Kaster followed up with staff after the meeting, noting that the model is located at the 'Hickory Park' apartments at 4110 Woodland Avenue in Howard. Mr. Halbrook can be contacted at (920) 336-1413.

ATTACHMENTS:

- Ord18-28 (DOCX)
- Ord18-28 - Exhibit A (PDF)
- Public Hearing Notice - Lawrence Drive (DOCX)
- Report to Plan Commission - Rezoning WD-L482 etc from R-1 to R-1 PDD, R-2 & R-3 (DOCX)
- Application Form (PDF)
- Map of Garrity'sGlenSouth_110918 (PDF)
- General Development Plan & PIP (PDF)

ORDINANCE #18-28
REZONING CERTAIN PROPERTY
(Parts of Parcels WD-L482, WD-L483 and WD-L484)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 18th day of December, 2018 at 7:35 p.m., and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property:

2500 Block Lawrence Drive (Parts of Parcels WD-L482, WD-L483 and WD-L484)

Part of Lot 99, Lot 100 and Lot 101 of Williams Grant Subdivision, City of De Pere, Brown County Wisconsin, more fully described as follows:

Beginning at the Southwest Corner of Lot 100 of Williams Grant Subdivision; thence N35°36'11"E, 758.87 feet along the west line of said Lot 100 and Lot 101; thence S54°23'48"E, 310.00 feet along the south line and extension of Lot 1 and Lot 12 of the Plat of Garrity's Glen, recorded in Volume 22, Plats, Page 241 (Document #2193288), Brown County Records; thence S35°36'12"W, 13.22 feet along the northwesterly right of way of Kilrush Road; thence S54°23'48"E, 330.00 feet along the extension and south line of Lot 13 and Lot 24 of said Plat; thence S35°36'12"W, 28.71 feet along the northwesterly right of way of Ballyvaughan Road; thence S54°23'48"E, 424.98 feet along the extension and south line of Lot 25, Lot 27, Lot 28 and Outlot 1 of said Plat; thence N63°08'53"E, 129.29 feet along a south line of said Outlot 1; thence N83°08'52"E, 108.20 feet along said Outlot 1; thence N82°15'15"E, 104.71 feet along said Outlot 1 and also a south Line of Outlot 7 of said Plat; thence S69°59'18"E, 105.37 feet along said Outlot 7; thence S76°00'41"E, 120.80 feet along said Outlot 7 to the north line of Lot 101 of Williams Grant Subdivision; thence S52°38'28"E, 359.95 feet along said line; thence S37°55'47"W, 1608.27 feet to the south line of Lot 99 of Williams Grant Subdivision; thence N52°29'38"W, 1283.74 feet along said line; thence N35°47'33"E, 266.34 feet along the east line of Document #1694267, Brown County Records; thence N52°33'27"W, 524.40 feet along the north line and extension of said document to the west line of said Lot 99; thence N35°47'33"E, 265.75 feet along said Lot 99 to the point of beginning.

Boundary contains 2,385,854 square feet / 54.77 acres, more or less

Ordinance #18-28
Page 2 of 2

shall be and the same is hereby rezoned from the present zoning classification of R-1 (Single Family Residential District) to:

Lots 48-71 to R-1 PDD (Planned Development District)

Lots 11-17 and 78 to R-2

Lots 79 and 80 to R-3

(see map attached as Exhibit A) as set forth in and regulated by the provisions of §§14-38, 14-39, and 14-40 of the De Pere Zoning Code, conditioned upon compliance with the approval conditions of the Plan Commission, if any, and the provisions of Chapter 14, De Pere Municipal Code.

Section 2. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 11/26/18

Publication Date: _____

Effective Date: _____

County Clare Rd

Adare Ct

Outlot 1

Outlot 2

Garroman Dr

0 225 450 Feet

This map was produced utilizing a variety of sources The City of De Pere reasonably believes are reliable, including GIS data, some of which was derived from NAD83(01) data at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for particular use, of the information contained in or comprising this map. Data-shaded files are in the Brown County coordinate system and NAD83. Data concerning type and location of underground utilities is not guaranteed to be accurate or all inclusive. The City of De Pere's systems have been produced and processed from sources believed to be reliable, making his own determination as to the type and location of underground utilities may be necessary to avoid damage thereon. Although the data provided using the City of De Pere's systems have been produced and processed from sources believed to be reliable, it is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. KLV 11/09/2018 11/72.30.100.54gis\Administration\Planning\GIS_Planning Projects\Garrity's Glen\Suton_110918

Packet Pg. 2

Publish: December 3, 2018 and December 10, 2018 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, December 18, 2018** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the rezone request for the following property:

Rezoning various parts of Parcels WD-L482, WD-L483, & WD-L484 at 2500 BLK Lawrence Drive from R-1 (Single Family Residence District) to R-1 PDD (Planned Development District), R-2 (Single and Two-Family District), & R-3 (Multiple Family Residence District).

A map of the proposed rezoning is available at the City of De Pere Development Services Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 3rd of December, 2018.

BY ORDER OF THE COMMON COUNCIL

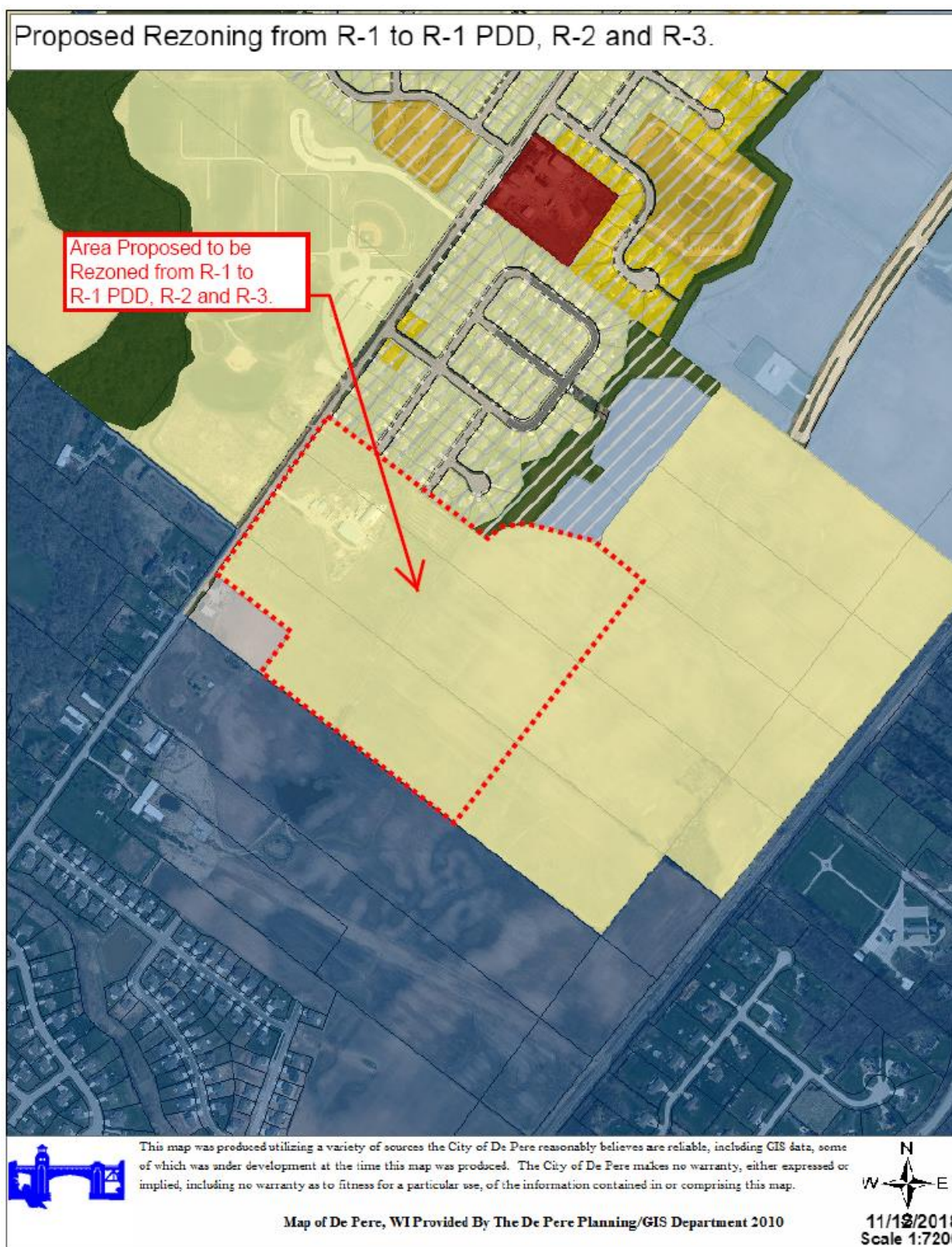
Michael J. Walsh
Mayor

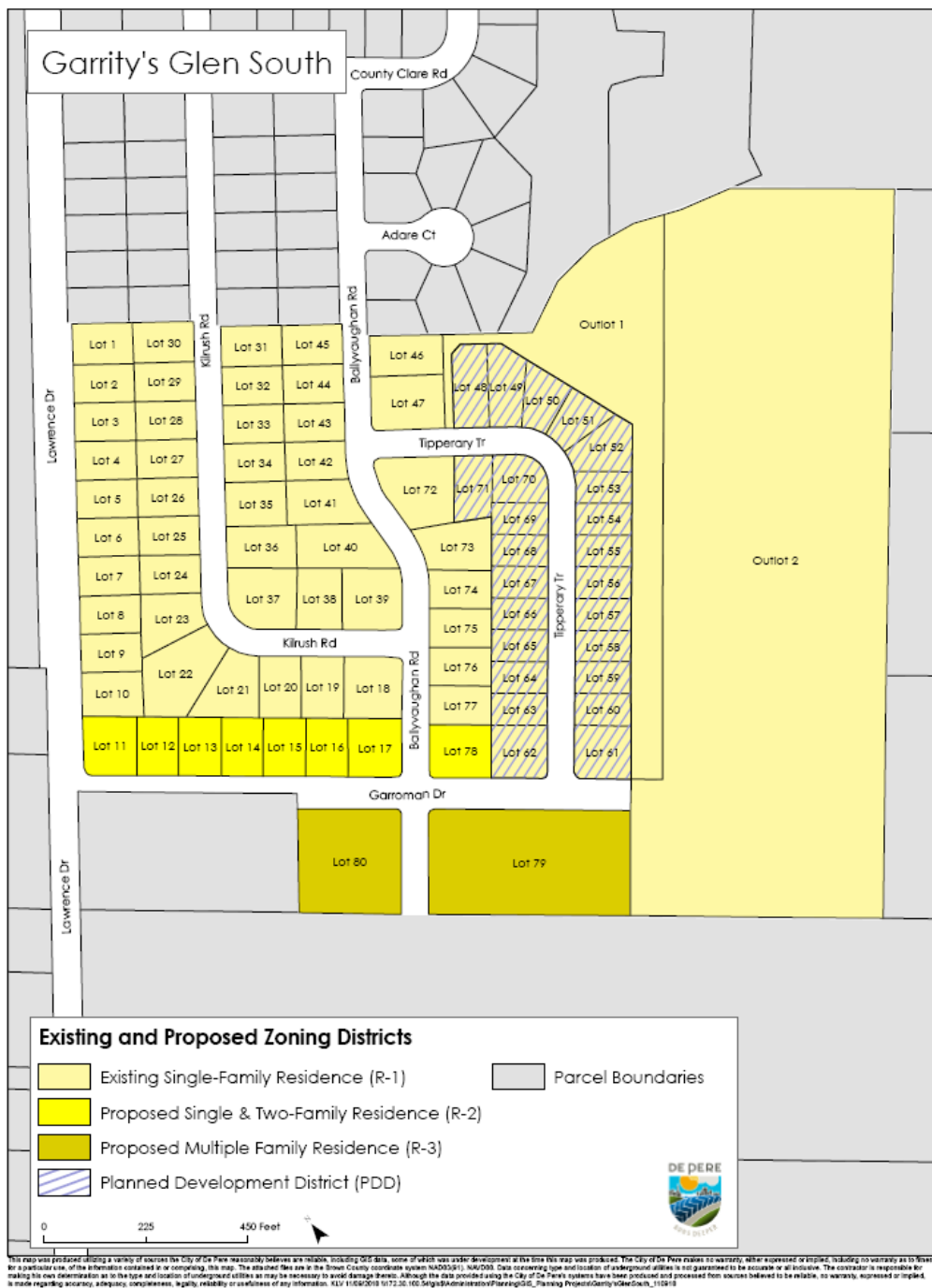
Shana D. Ledvina
City Clerk-Treasurer

- Item 3: Recommendation regarding a rezoning request from R-1 (Single Family Residence District) to R-1 (PDD) Planned Development District, R-2 (Single and Two-Family Residence District) and R-3 (Multiple Family Residence District) at 2500 BLK Lawrence Drive (parts of Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized representative for R&M Garrity Farm LLC, property owner.*

SITE MAPS







REQUESTED ACTION: Rezoning Request.

Rezone parts of Parcels WD-L482, WD-L483 and WD-L484 from R-1 (Single Family Residence District) to R-1 PDD (Planned Development District), R-2 (Single and Two-Family Residence District) and R-3 (Multiple Family Residence District).

COMMON DESCRIPTION: 2500 BLK Lawrence Drive, located generally between County Clare Road and the south City of De Pere limits.

PARCEL NUMBERS: WD-L482, WD-L483 and WD-L484

EXISTING ZONING:	R-1 (Single Family Residential District)	
PROPOSED ZONING:	Proposed 'Garrity's Glen South' Plat Lots 48-71 changing from R-1 to R-1 PDD. Proposed 'Garrity's Glen South' Plat Lots 11-17 and 78 changing from R-1 to R-2. Proposed 'Garrity's Glen South' Plat Lots 79 and 80 changing from R-1 to R-3. All other lots and outlots in the proposed plat remain unchanged as R-1.	
SURROUNDING LAND USES:	Residential and natural areas to the north. Agricultural and industrial to the south. Agricultural to the east. Southwest Park to the west.	
COMPREHENSIVE PLAN:	Neighborhood Residential (Including Multi-Family). Business park near Outlot 2.	
APPLICANT / OWNER:	Pat Kaster Authorized Representative TLKM Development LLC 2170 Velp Avenue, Suite 106 Green Bay, WI 54303	R&M Garrity Farm LLC ETAL Property Owner 3173 Trenton Lane Green Bay, WI 54313-4025
SITE HISTORY:	After a review of air photographs, the property and nearby areas were used for agricultural purposes. Adjacent residential development to the north occurred in the late 2000's. The site is located adjacent to the City of De Pere and Town of Lawrence municipal limits.	
STAFF REVIEW:	With this request, the applicant proposes rezoning parts of the subject area (proposed Garrity's Glen South subdivision) from the existing R-1 to the following: • Proposed Lots 48-71 changing to R-1 PDD. The purpose for the proposed PDD overlay is to allow minimum street frontages to be reduced from 85 feet to 70 feet and to reduce side yard setbacks from 10 feet to 8 feet. This area is proposed to have a "homeowners association" to create a single-family home condominium type living option, without creating a condo plat. • Proposed Lots 11-17 and 78 changing to R-2. The purpose for R-2 is to allow for the development of duplex units along the north side of Garroman Drive. This area is not part of the proposed PDD overlay. • Proposed Lots 79 and 80 changing to R-3. The purpose for R-3 is to allow for the development of multifamily units along the south side of Garroman Drive. This area is not part of the proposed PDD overlay.	

All other parts of the proposed subdivision are to remain zoned as existing R-1, including the proposed outlots. However, the configuration of Outlot 1 will change as Outlot 1 will not extend between Lots 47-48 on the final plat; rather, Outlot 1 will connect to the street via an easement between Lots 50-51.

When a PDD overlay is part of a rezoning request, a "General Development

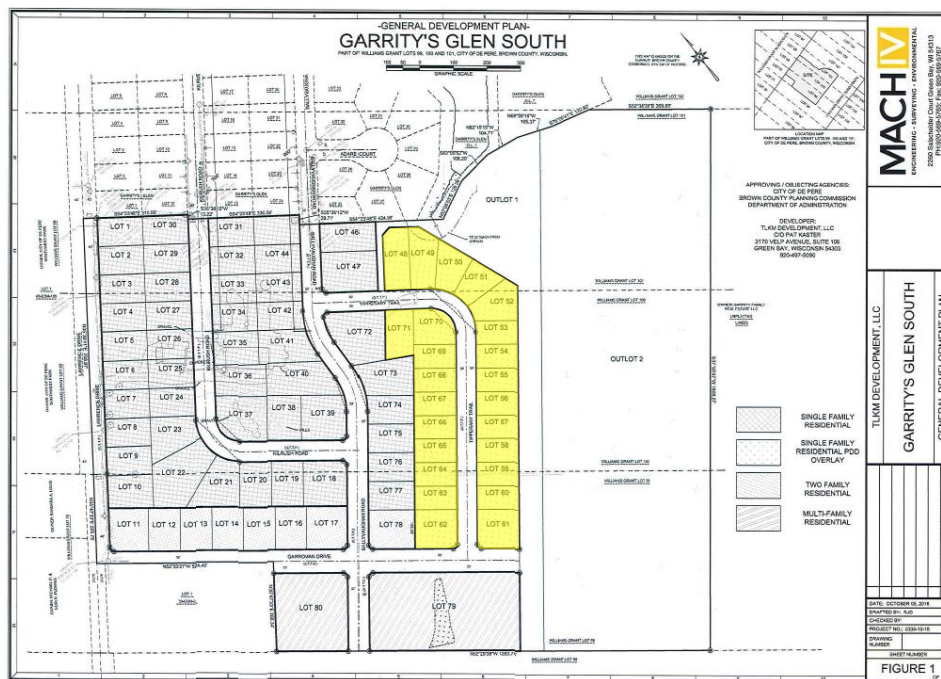
Plan” must be submitted to Plan Commission with the rezoning request. The petitioner submitted documents that include the information for a General Development Plan, including an organizational structure, letter of intent, company summary, concept site plan, elevations, etc. For ease of review, the General Development Plan information has been summarized below, in a format identified in the City’s Municipal Code:

- *NOTE: A General Development Plan identifies the general concept for a property and is not intended to reflect a complete Site Plan*

GENERAL DEVELOPMENT PLAN SUMMARY (For the R-1 PDD Area Only)

1. General Location Map

The following map identifies single family lots 48 through 71 (highlighted yellow) from the Garrity’s Glen plat, which is the only area proposed to have the PDD overlay. The developer intends on creating a homeowner’s association for the PDD area that will create a maintenance free lifestyle for the future PDD residents.



2. Property Boundaries

The general property boundary for each zoning category can be clearly seen on the attached graphics at the beginning of this report. Lot lines will be established for each lot within the zoning areas if the Garrity’s Glen South subdivision is approved and recorded as a final plat (expected to occur on or after January 28, 2019).

3. Property Topography

The property is relatively flat. Topography information is shown on the maps attached to this report

4. General site plans that cover the following:

a. Land uses

The proposed land use for the PDD area will be 24 single family residential lots. The street frontage is proposed to be reduced from the typical 85 foot minimum to a 70 foot minimum. The side yard setbacks are proposed to be reduced from 10 feet to 8 feet in order to accommodate smaller structures on narrow lots. The two changes (lot width and side yard setbacks) are the only changes that make the lots different than standard City of De Pere R-1 lots.

b. Residential density

The PDD area is proposed to have 24 single family residential lots. The entire subdivision, including areas that are not part of the PDD includes 70 single family lots 8 duplex lots, two multifamily lots, and two outlots.

c. Aesthetic characteristics

Building elevation samples, included with this report identify general colors, materials, and appearances of proposed homes within the PDD. The samples did not include specific site plan designs or landscaping.

d. Street patterns

A public right-of-way pattern was proposed with the Garrity's Glen plat, which includes 60 foot wide right of ways for all streets and a 70 foot right of way for the east-west street that will eventually connect Lawrence Drive to American Boulevard. The streets are not designated truck routes and it is the City's intent that these roads, and Lawrence Drive will be maintained as residential roads (not truck routes) in the future.

e. Basic storm drainage patterns

Outlot 1 is the designated storm water management system area, which is located immediately to the east of the proposed PDD overlay.

f. Recreational and open spaces (size/location)

There are no proposed new city park facilities located within the PDD or proposed plat area. Southwest Park is located nearby, to the west of Lawrence Drive.

g. Common open spaces

The site is developed like a typical residential neighborhood. No additional common open space has been proposed.

h. Development statistical data

There are a total of 24 single family residential lots proposed on the site. The number of bedrooms total 34. The residential population of the site is expected to be approximately 42. The proposed and existing public street system, parks, and school district will accommodate the new residents.

i. Deed restrictions and structure of associations

The General Development Plan does not identify specific deed restrictions; however, a homeowners association is proposed to be created for the PDD area in order to accommodate the maintenance free needs that the developer is proposing to new residents. A homeowners association does not create additional rules to be enforced by city staff.

j. Additional info added by Plan Commission

Additional information may be requested at the time of the November 26, 2018 Plan Commission meeting.

Overall, the proposed rezoning is in conformance with the future land uses identified by the City's Comprehensive Plan. Outlot 2, which is not proposed to be rezoned, is identified as future Business Park in the Comprehensive Plan. Outlot 2 cannot be developed until the status changes; at that time the need to rezone to a business park category would be appropriate.

REVIEW PROCESS:

For rezoning applications with a PDD overlay and General Plan, the Plan Commission provides a recommendation to the Common Council for the rezoning and the components of the PDD overlay that are identified in the General Plan. If recommended for approval by Plan Commission, a public hearing is expected to be held at the December 18, 2018 Council meeting prior to review of the rezoning and General Plan by the Common Council.

Residents within 300 feet of the three properties have been notified regarding this application. Rezoning signs have also been posted on the property.

Within one year of approval of the rezoning and General Plan, an application for a Precise Implementation Plan (PIP) must be submitted. That submittal is reviewed by the Plan Commission and the City Council.

The plat review for this project is part of a number of reviews under consideration for Garrity's Glen South. Other concurrent reviews include:

- 1) Residential Infrastructure Policy and TID Incentive (approved by Finance/Personnel at their November meeting – Council review required).
- 2) Rezoning
- 3) Preliminary and ultimately final plat approval

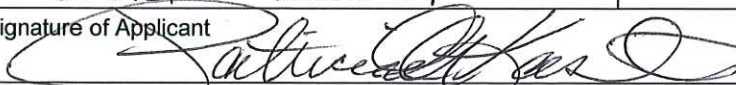
STAFF RECOMMENDATION:

Staff recommends APPROVAL of the rezoning request with PDD overlay and the General Development Plan, subject to the following:

1. Meets all state and local regulations.
2. The rezoning should not go into effect until the Garrity's Glen South plat is recorded.

	CITY OF DE PERE APPLICATION FOR REZONING	Fee: \$ 305.00
		Receipt #: 137354
		Date: 10-24-18

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information			
Applicant Name (Ind., Org. or Entity) TLKM DEVELOPMENT, LLC		Authorized Representative PATRICIA KASTER	
Title MANAGING MEMBER			
Mailing Address 2170 VELP AVE STE 106	City GREEN BAY	State WI	ZIP Code 54303
Email Address PKASTER@RIVERCITYREALTORS.COM	Phone Number (incl. area code) 920.497.5090	Fax Number (incl. area code) 920.497.4881	
SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)			
Name (Ind. Org. or Entity) R&M GARRITY FARM, LLC		Contact Person JOSEPH GARRITY	
Title MANAGING MEMBER			
Mailing Address 4030 BOY SCOUT BLVD STE 700	City TAMPA	State FL	ZIP Code 33607
Email Address JOSEPH.GARRITY@ATKINSGLOBAL.COM	Phone Number (incl. area code) 813.281.8242	Fax Number (incl. area code) NA	
SECTION 3: Project or Site Location			
Project Address/Description GARRITY GLEN SOUTH		Parcel Number(s): L-482, L-483, L-484	
SECTION 4: Proposed Rezoning Use			
Existing Zoning:	R1		
Proposed Zoning:	R1/R1 WITH PDD OVERLAY, R2, & R3		
Adjacent Zoning: North R-1	Adjacent Zoning: South I-1/R-1	Adjacent Zoning: West R-1	Adjacent Zoning: East R-1
Present Use of Parcel	AGRICULTURAL		
Proposed Use of Parcel	R1/R2/R3		
SECTION 5: Certification and Permission			
Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws. Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.			
Name of Owner/Authorized Representative (please print) Patricia A Kaster		Title MANAGING MEMBER	Phone Number 920.497.5090
Signature of Applicant 		Date Signed 10/5/2018	

Attached additional sheets if necessary.

Attachment: Application Form (7672 : Ordinance #18-28 Rezoning Certain Property (Parts of Parcels WD-L482, WD-L483 and WD-L484).)

PETITION

To: City of De Pere

Property: Part Parcel #WD-L482
Part Parcel #WD-L483
Part Parcel #WD-L484
Approx 36 Acres m/l

Owners: Joseph R. Garrity
R & M Garrity Farm, LLC

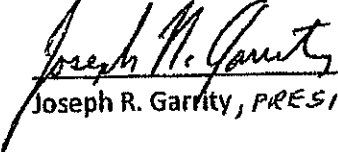
Developer: TLKM Development, LLC
c/o Patricia A Kaster
2170 Velp Avenue, Suite 106
Green Bay, WI 54303

We, the undersigned, being the owners of the above described property do join with the Developer/Agent and respectfully request the properties be zoned as follows:

All as part of Garrity's Glen South

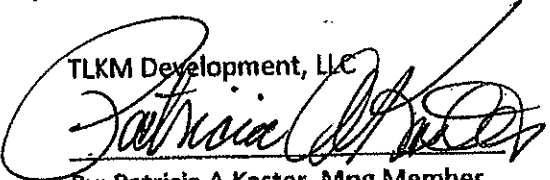
Lots 1-10, 18 - 47, 72-77 be zoned R-1 Single Family Residential
Lots 11 - 17 & Lot 78 Be R-2 Two Family Residential lots
Lots 48 - 71 Be zoned R-1 Planned Development
Lots 79 & 80 Be zoned R-3 Multi-family

R & M Garrity Farm, LLC


Joseph R. Garrity, PRESIDENT

Date: 10/4/18

TLKM Development, LLC


By: Patricia A Kaster, Mng Member

Date: 10/4/2018

A copy of the Preliminary Plat of Garrity's Glen South is attached to this Petition

County Clare Rd

Adare Ct

Outlot 1

Outlot 2

Existing and Proposed Zoning Districts

-  Existing Single-Family Residence (R-1)
  Parcel Boundaries
-  Proposed Single & Two-Family Residence (R-2)
-  Proposed Multiple Family Residence (R-3)
-  Planned Development District (PDD)
- 



0 225 450 Feet



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was used on development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use. The information contained in or comprising this map, including the files are in the Brown County coordinate system NAD83(11). NAD83(11) NAVD83. Data concerning type and location of underground utilities is not guaranteed to be accurate or all inclusive. The City of De Pere makes no determination as to the type and location of underground utilities as may be necessary to avoid damage thereto. Although the data provided using the City of De Pere's systems have been produced and processed from sources believed to be reliable, it is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. [KLV 11/09/2018 1172.30.100.54gis\Administration\Planning\GIS_Planning Projects\Garitty\GIS\NOD_110918](#)

GARRITY GLEN SOUTH GENERAL DEVELOPMENT AND PRECISE IMPLEMENTATION PLAN



DATE: October 5, 2018

PETITIONER: TLKM Development, LLC
2170 Velp Avenue Suite 106
Green Bay, WI 54303

PARCEL NUMBERS: Part of WD-L482, WD-L483, & WD-L484

EXISTING ZONING: R-1 Single Family Residential

PROPOSED ZONING:

Proposed zoning is shown in Figure 1. In summary, in approved, zoning will be as follows:

Lots 1-10, 18-47, 72-77 will remain R-1 zoning

Lots 11-17 & 79 are proposed as R-2 Two Family

Lots 48-72 are proposed as R-1 Single Family with a Planned District Development (PDD) overlay.

Lots 79-80 are proposed as R-3 Multifamily

The overlay lots will conform to R-1 Single Family lots with the following exceptions:

Minimum Lot Width: 70' (R1 is 80')

Minimum Lot Size 10,000 sf (R1 is)

Side Yard Setbacks: 8' (R1 is 10')

GENERAL DEVELOPMENT PLAN:

The applicant proposes the above rezoning in order to develop the property into a mixed use residential development. The PDD overlay will allow for a portion of the site to be developed as a home owner's association. The intent is to provide a market product that features a maintenance free lifestyle for the owners. The association will allow individual home ownership, will be easier for prospective buyers to finance, and provide exterior maintenance to the association members. Furthermore, the slightly denser development provided by the PDD will act as a buffer to transition the future commercial/industrial development likely to occur to the east. The result for the City will be a development that has homes that are well maintained, retain their value, and for all practical purposes function the same (in terms of demands on city services) as standard R-1 districts. Outlot 1 is designated for storm water management infrastructure. The storm water management infrastructure will likely be shared with the future development to the east.

General Location Map

Figure 2 illustrates the project location as well as its existing condition.

Boundaries

The proposed development is located on portions of three tax parcels (WD-L482, WD-L483, & WD-L484). The western portions of the site will be subdivided via a plat. The balance of the parcels will remain with the current owner. The preliminary plat is shown as Figure 3.

Upon the advice of the City Engineer, the eastern property line will be the location of the stormwater management facilities to serve the proposed development as well as allow potential treatment for the future commercial development along the extension of American Boulevard. The applicant is awaiting for confirmation from City staff as to the required width of the proposed outlot in order to confirm the property line location. As shown, the proposed development incorporates approximately 35 acres.

Topography

The site was surveyed and the topography of the site is shown in Figure 2.

Generalized Site Plan

The proposed zoning is shown in Figure 1 and the proposed preliminary plat is shown in Figure 3. The homes in the PDD Overlay area are conceptually shown in Figure 4 and 5. Examples of the proposed multifamily units are shown in Figure 6 and 7.

Market Analysis

Market conditions in the City of DePere are extremely strong. DePere is an attractive and sought after place to live due to its location, services, quality of life, and school district. At the time of this application, the Multiple Listing Service (MLS) indicates there are only 15 lots for sale in West DePere. For comparison, the following competing communities have the following inventories:

West DePere	15
Bellevue	52
Hobart	37
Lawrence	69
Ledgeview	69
Howard-Suamico	143

The R1 lots will be offered at an entry to mid-range price of \$52,900 to \$67,700. The R1/PDD lots will be approximately \$50,000 but will not be sold without the structure. The R2 lots will be offered for sale at \$69,900. The R3 lots will be kept within the development team and the multifamily units constructed similar to the buildings shown in Figure 6 and 7.

The homes on the R1 lots are projected to be \$250,000 to \$375,000. R2 homes are projected to be \$325,000 to \$400,000. The R1/PDD lots will fill a market niche that people across multiple age groups are seeking. That niche is a single family home on a smaller lot with an association that will be responsible for lawn care and snow removal while providing the benefits of home ownership. The homes in this area are projected to be \$220,000 to \$350,000.

The property currently is used for agricultural purposes and has an assess value of \$77,400. The proposed developed will have the following projected assessed value:

R1	\$14,375,000
R1/PDD	\$ 7,680,000
R2	\$ 2,900,000
R3	\$ 2,100,000
Total	\$27,055,000

PRECISE IMPLEMENTATION PLAN:

Precise implementation plan. The Precise Implementation Plan consists of that portion of the General Development Plan for which specific development approval is requested and may not be approved until after final approval of the General Development Plan is secured. Such plan shall be clearly marked "Precise Implementation Plan" in bold letters and shall provide the following information:

- An accurate identification of the area of the Precise Implementation Plan as it relates to the General Development Plan.
Refer to Figure 1.
- A subdivision plat as required by Section [Chapter] 236, Wisconsin Statutes [Wis. Stats. ch. 236], of the area of the Precise Implementation Plan showing all existing utilities and recorded easements.

Refer to Figure 3 . The infrastructure is proposed as public facilities and as such, would be designed in accordance with application City standards. No deviations from City design standards are proposed.

- c) The topography of the area of the Precise Implementation Plan showing contours at an interval of no more than 5 feet.

Refer to Figure 2.

- d) A detailed site development plan showing at a scale no smaller than 1" = 200' the specific designation of proposed land utilization, including the pattern of public and private roads, driveways, walkways, and parking facilities; detailed lot layout, and the arrangements of building groups other than single family residences; the use intended for any nonresidential buildings; and the specific treatment of any common open spaces.

- e) A proposed grading plan for the area of the Precise Implementation Plan.

With the exception of the R-3 Multifamily sites, the grading for the proposed development is proposed as public facilities and as such, would be designed in accordance with application City standards. No deviations from City design standards are proposed.

The R-3 Multifamily sites will be subject to City Site Plan Review and will conform to City grading requirements as it is assumed the regional storm water management facilities will be designed to incorporate these sites.

- f) Specific landscape plans for all common open space, amenities or housing groups other than private single family lots, including fences, walls, signs, and lighting.

The R-1 lots will be sold to private owners and their individual landscape areas will conform to City standards for an R-1 zoning district. The R-2 lots will be sold to private owners and their individual landscape areas will conform to City standards for an R-2 zoning district.

Landscaping of the homes in the R1/PDD overlay will be constructed at the time the homes are built. The landscaping is provided at that time is intended to create an equitable uniform curb appeal across that portion of the development. The R-3 Multifamily sites will be subject to City Site Plan Review and will conform to City landscape requirements. Example landscape areas for similar R1/PDD and multifamily sites are shown in Figures 4-7.

Landscaping in the terraces associated with the roadways will conform to City standards.

- g) Architectural plans for any nonresidential buildings, multiple family structures or building clusters other than conventional single family homes on individual lots in sufficient detail to indicate the floor area, bulk, and visual character of such buildings.

Sample homes in the PDD overlay district are shown in Figure 5 and 6. The proposed conceptual multifamily buildings are shown in Figure 6 and 7.

- h) Detailed storm drainage, sanitary sewage disposal, and water system plans approved by the Board of Public Works.

The infrastructure is proposed as public facilities and as such, would be designed in accordance with application City standards. No deviations from City design standards are proposed.

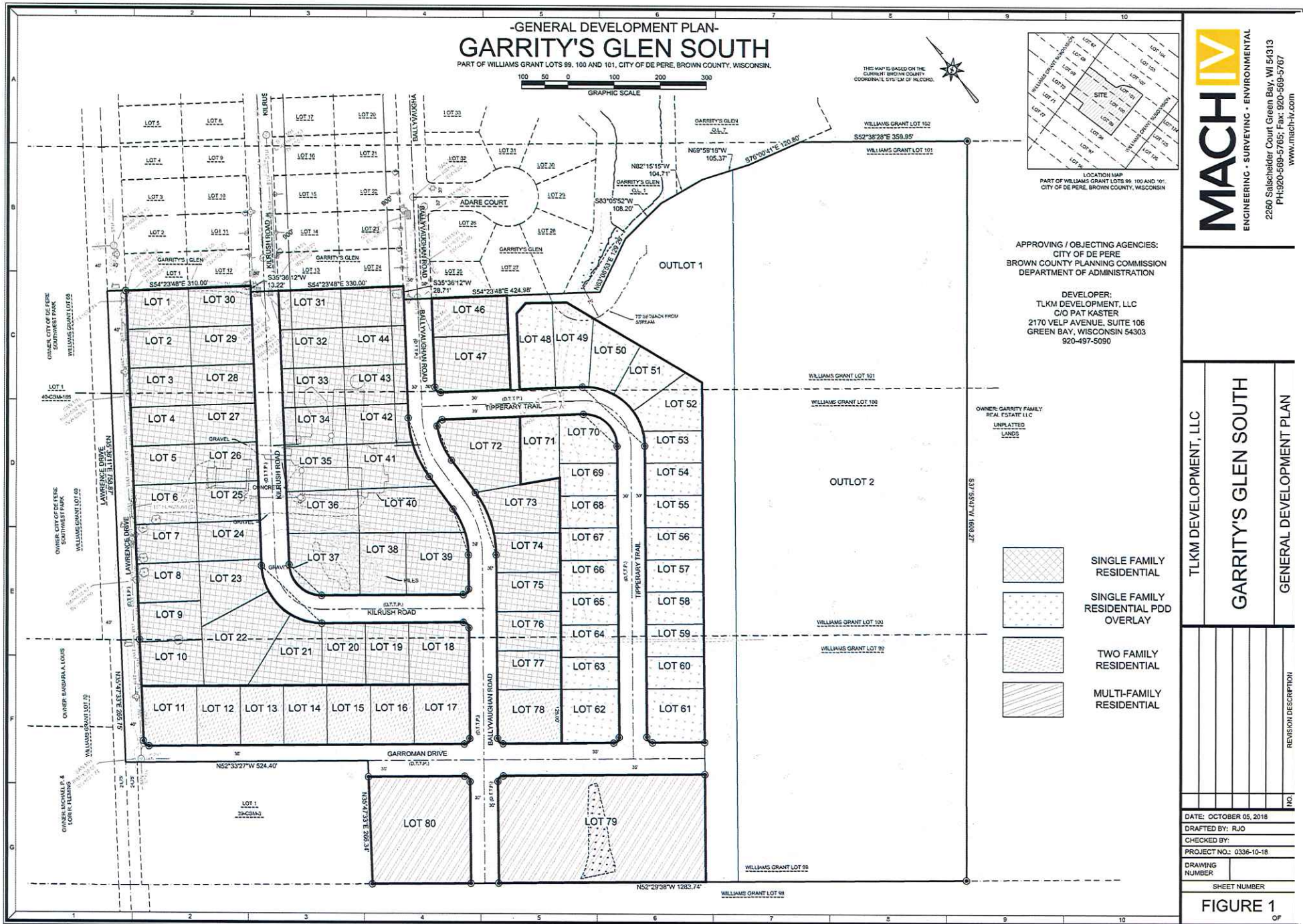
- i) Proposed engineering standards for all roads, parking areas, and walkways.

The roads and walkways are proposed as public facilities and as such, would be designed in accordance with application City standards. No deviations from City design standards are proposed. The R-3 multifamily sites will be subject to City Site Plan reviews and no deviations from City standards are anticipated at this time.

- j) Agreements, bylaws, covenants, and other documents providing for permanent preservation and maintenance of common open areas and amenities.

The proposed home owner's association bylaws will submitted for review. No further agreements, bylaws, or covenants are proposed. The bylaws would apply to lots in the PDD overlay. The R1 lots will have restrictive covenants, a draft version is included for review and consideration.

- k) A schedule and map as to the intended phasing of development if more than one phase is intended.
The proposed development is projected to occur in a single phase.
- l) Any other information deemed appropriate and necessary by the Plan Commission.



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www.machiv.com

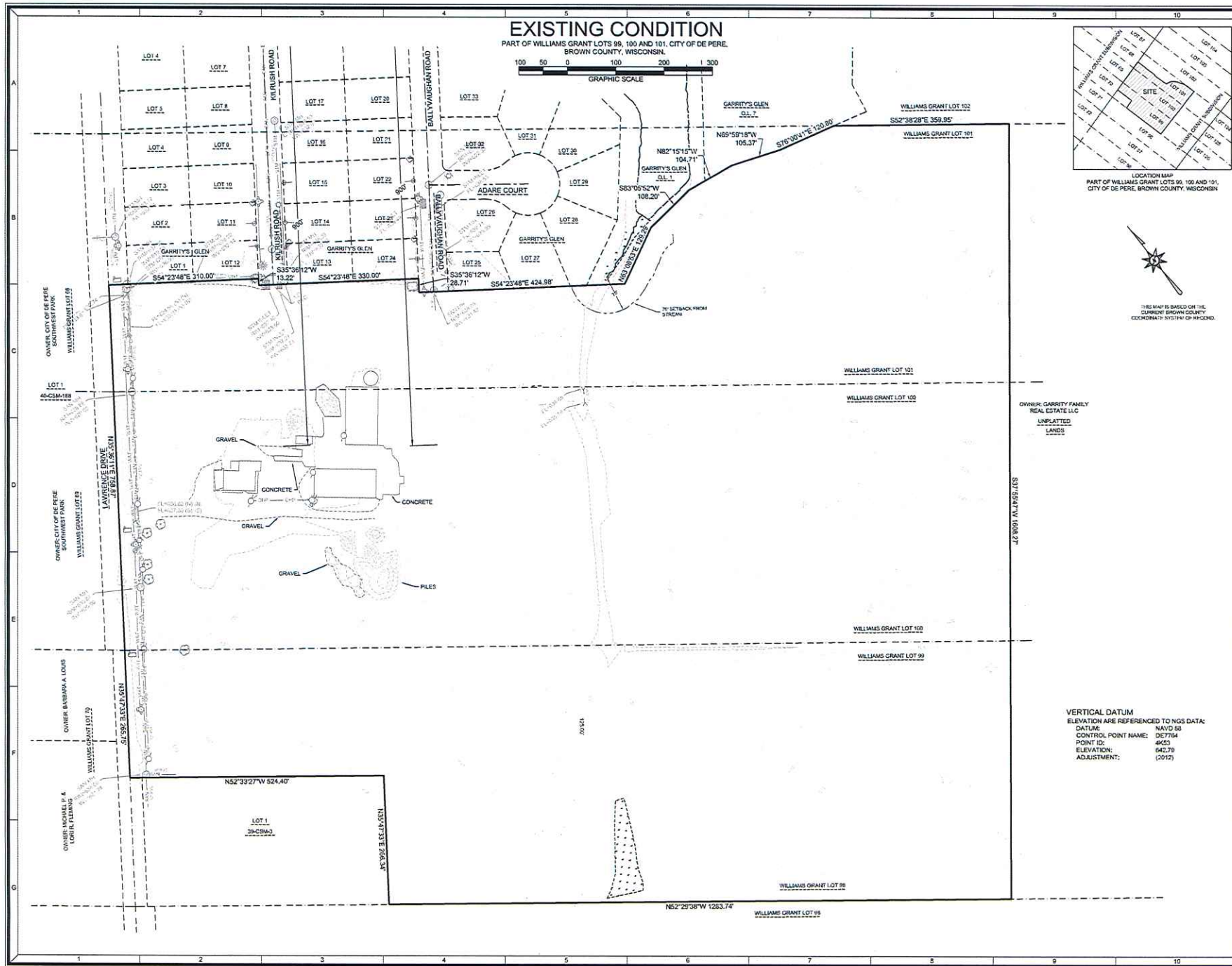
TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

GENERAL DEVELOPMENT PLAN

REVISION DESCRIPTION	
NO.	
1	
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5	
6	
7	
8	
9	
10	

FIGURE 1



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www.machiv-wi.com

TLKM DEVELOPMENT, LLC
GARRY'S GLEN SOUTH
EXISTING CONDITION

REVISION DESCRIPTION	
NO.	

DATE: OCTOBER 05, 2016
DRAFTED BY: RJO
CHECKED BY:
PROJECT NO.: 0336-10-18
DRAWING NUMBER
SHEET NUMBER
FIGURE 2
OF

Attachment: General Development Plan & PIP (7672 : Ordinance #18-28 Rezoning Certain Property (Parts



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PROFESSIONAL
SEAL

TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

R-1/PDD CONCEPT PHOTOS

NO.	REVISION DESCRIPTION

DATE: OCTOBER 05, 2018
DRAFTED BY: RJO
CHECKED BY:
PROJECT NO.: 0336-10-18
DRAWING NUMBER

SHEET NUMBER
FIGURE 4
OF

Attachment: General Development Plan & PIP (7672 : Ordinance #18-28 Rezoning Certain Property (Parts

PROFESSIONAL
SEAL

TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

R-1/PDD CONCEPT PHOTOS

OPERATION PRESCRIPTION

DATE: OCTOBER 05, 2018

DRAFTED BY: RJO

CHECKED BY:

PROJECT NO.: 0336-10-18

DRAWING

**DRAWING
NUMBER**

SHEET NUMBER

FIGURE 5

OF

Attachment: General Development Plan & PIP (7672 : Ordinance #18-28 Rezoning Certain Property (Parts



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SEAL

TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

R-3 CONCEPT PHOTOS

REVISION DESCRIPTION	
NO.	

DATE: OCTOBER 05, 2016
DRAFTED BY: RJO
CHECKED BY:
PROJECT NO.: 0335-10-18
DRAWING
NUMBER

SHEET NUMBER
FIGURE 6
OF

Attachment: General Development Plan & PIP (7672 : Ordinance #18-28 Rezoning Certain Property (Parts



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TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

R-3 CONCEPT PHOTOS

100

DATE: OCTOBER 05 2018

DRAFTED BY: RJO

CHECKED BY _____

PROJECT NO.: 0338-10-18

DRAWING

NUMBER

SHEET NUMBER

FIGURE 1

FIGURE

[illegible]

Packet Po

GARRITY'S GLEN SOUTH
City of De Pere, Brown County, Wisconsin

RESTRICTIVE COVENANTS

REAL ESTATE: Lots 1 thru 78, according to the recorded Plat of Garrity's Glen South, City of DePere, Brown County, Wisconsin

Use Restrictions: *lots 1-10, 18-47 & 72-77* shall be used for single-family residential purposes only. A lot may be used in conjunction with a single family improvement for private recreational type improvements such as a swimming pool, tennis court(s) or other recreational uses, subject to receipt of prior written approval from the Village of Howard and further subject to the other covenants contained herein and any other restrictions, easements, setbacks or reservations of record. No lot shall contain more than one (1) single family dwelling.

Lots 11-17 & 78 shall be used for duplex (2 family residential purposes.

Lots 79 & 80 shall be used for Multi-family purposes and shall accommodate three 8-unit buildings for a total of 24 units.

Governmental Permits: All homes in Garrity's Glen South are subject to permits and fees as required by the Village of Howard, Brown County and any other that may apply. See notes and restrictions on plat.

Drainage Easements: There is a drainage easement between Lots

Plan Approval: Lots 1 thru 78 shall require complete copies of Plans (Construction Blueprints), including the plan for each level of home containing finished living space (above or below grade) all elevations and plot plan must be submitted to the Developer for approval prior to the start of construction and shall remain on file with Developer.

All homes to have a minimum 6/12 roof pitch

All homes to have a minimum 2 stall attached garage

All homes to have a hard surface driveway

All homes to be built on site

All homes to have a fully landscaped yard

All homes to have at least 25% of the front elevation in masonry (brick or stone)

All homes to have a foundation below the frost line

All homes shall be placed on the lot to establish the top of foundation at a minimum of 24" above curb height, with adjustments being made for the contour of the road and existing homes.

Lots 79 & 80 shall have separate approval for the Multi-family buildings thereon.

The improvements on each Lot or any alteration thereof shall be subject to the approval of the Developer which has the authority to approve or reject the plat plan, design, floor plan, elevation and site location of improvements on any Lot. Such approval may be evidenced on the blueprint itself or on a separate written instrument signed by the Developer.

Subdivision of Lots: No Lot or Lots may be subdivided into any parcels, tracts or lots smaller than that which was originally conveyed by Developer to the initial purchaser(s). Developer reserves unto itself the rights to subdivide, redivide and or divide into parcels, tracts or lots, any or all of the real property owned by the Developer.

Building relocation: No building erected elsewhere may be moved onto any Lot or Lots within this plat.

Temporary Structures: No temporary structures (including, within exclusion of others, trailers, basement without residence above, tent, shack, garage or barn of any kind) will be permitted for dwelling purposes.

Grade: There has been a grading/drainage plan designed and approved for Rustic Heights. Every home built on each lot must be in compliance with said grading/drainage plan at all times. Final grade, after construction; the construction area and land occupied by public easement shall not be graded in such a manner as to interfere with drainage of storm water on said lot or neighboring lots

Developer makes no warrants or representations as to the ability of any lot in this plat being able to accommodate a walk-out or exposed lower level. Determination of said use must be made by a qualified professional. Lot/home owner is ultimately responsible to make sure the house is built according to the grading/drainage plan and in such a manner as to not disrupt grading/drainage for the subject lot nor for any adjacent property now or in the future.

Erosion control: Lot owner must make sure lot is in total compliance with all erosion control requirements at all times: before/during and after construction.

Start Date/Completion: There is not a construction limit between Lot purchase/ownership and start date. However, projects must be completed within one year of the start of construction (issuance of building permit by the Village of Howard). Every structure shall have a permanent finish on the exterior within six months of start. Completion of a project includes the dwelling and the Lot which shall be finally graded to meet existing grade requirements, landscaping, lawn, and hard surface driveway.

Lot Stakes/Corner Markers: Survey stakes (metal pipes in the ground) identify every Lot corner. Whether done by individual lot owner, their builder, or professional surveyor, the Lot owner is responsible to locate corner markers. The home must be placed within the legal limits of the Lot/plat and the requirements of the Village of Howard. Lot owners shall be solely responsible for maintaining all survey markers and must be sure they are not moved or removed during the construction of their individual homes. A disturbance of a survey stake by anyone is a violation of Section 236.32 of the Wisconsin Statutes.

Fill and Topsoil: Stockpiles of topsoil and fill placed on any Lot during road/infrastructure construction remain the property of the subdivision and are not a part of the sale of any individual Lot upon which it may be stockpiled. Any fill or topsoil hauled in or out of any Lot shall be at buyer's expense. Buyer shall be responsible to remove from their Lot and the subdivision any excess top soil or fill left from the construction on their respective Lot. Lot Owners/Builders are not allowed to 'DUMP' their excess dirt on any other lot in this subdivision. If they do so and developer has to have it removed, removal will be at the expense of the person who 'dumped' it.

Maintenance of Vacant Lot: The Lot owner is responsible for maintenance and upkeep of the lot prior to the start of construction, including but not limited to keeping the lot free of trash and debris and cutting long grass and weeds.

Suitability of Soil: During the development process, soil(s) may have been moved on to/off of/across lots in this development. Developer makes no representations or warranty whatsoever, express or implied, regarding the physical condition of any lot. Developer recommends prospective buyer have their lot inspected and tested (at buyer's expense) by a qualified professional regarding subsurface conditions or any other matter which may be of concern to buyer/builder.

Construction Debris/Curb Cuts: The lot owners shall dispose of all debris created during construction, including curb cuts and/or other concrete debris. Any cost incurred by Developer for removal of such debris shall be billed to the lot owner who was responsible for the removal of such debris.

Outbuildings: No storage sheds or outbuildings of any kind shall be allowed in Rustic Heights.

Animals: No horses, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in the plat.

Fences: No chain link or wire fences shall be permitted on any lot. All fences must be located by a professional surveyor and must comply with all restrictions imposed by the Village of Howard

Amendments/Changes: Variations from these restrictions may be approved in writing by the subdivision developer.

Duration: The covenants are restrictions of this Declaration and shall remain in effect for a period of twenty (20) years from the date hereof and thereafter shall automatically continue to be in effect for additional periods of five (5) years unless terminated or otherwise limited or enlarged by the recording of an instrument executed and acknowledged by the then owners of at least seventy-five percent (75%) of the lots covered by this Declaration.

Executed at Green Bay, Wisconsin this _____ day of _____ 2018

TLKM Development, LLC

Member

State of Wisconsin
Brown County

Subscribed and sworn to before me this
_____ day of _____

Notary Public: _____
Brown County, Wisconsin
Commission expires: _____

This document drafted by: Patricia A Kaster, Member TLKM Dev. LLC



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schlein

SUBJECT: Resolution #18-125 Authorizing a Conditional Use Permit (Parcels WD-D0208 and WD-D0209).

On November 26, 2018, Plan Commission recommended approval of the conditional use permit, with conditions, by a vote of 6-0.

There was an adjacent property owner that expressed concern about existing traffic on Grant Street, particularly at 7:30a and 4:00p-6:00p during school and work days.

There also was an adjacent resident in attendance at the Plan Commission meeting that did not support the proposal because of the economic impact and loss of future access to his property, related to a proposed street discontinuance/vacation for Renkens Court. The resident followed up with staff after the meeting, noting that a formal objection would be submitted through the City Clerk-Treasurer as required by State Statutes; however, the property owner would be interested in agreeing with the proposal if the petitioner agreed to acquire a piece of the right-of-way that would attach to his property.

ATTACHMENTS:

- Reso18-125 (DOCX)
- Memo to Common Council - 18 Dec 2018 (PDF)
- Public Hearing Notice -Krist CUP (DOCX)
- Gas Station & Convenience Store Conditional Use - Plan Commission Report 11-26-2018 (DOCX)
- Application Form (PDF)
- Map of Subject Area (PDF)
- Petitioners Response to Conditional Use Standards (PDF)

RESOLUTION #18-125

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Parcels WD-D0208 and WD-D0209)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Class 2 Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 18th day of December, 2018 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

1. The Common Council hereby finds and determines that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code;
2. The standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with; and .
3. The Common Council does therefore, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-45.3(3)(a), De Pere Municipal Code, for purposes of permitting within the Highway 41 Business Corridor: District B, a combination motor vehicle service station and grocery store upon Parcels WD-D0208 and WD-D0209 subject to and contingent upon the following:
 - A. Vacation of Renkens Court right of way under Wis. Stats. §66.1003; and
 - B. Compliance with all terms and conditions of the Plan Commission; and
 - C. Compliance with all requirements of Chapter 14, De Pere Municipal Code.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere MEMORANDUM



To: Common Council
 From: Peter Schleinz, Senior Planner | Zoning Administrator
 Date: December 18, 2018

RE: **Status of a Site Plan that is related to Conditional Use Permit Petition to allow a Combination Motor Vehicle Service Station and Grocery Store at the northeast corner of Grant Street and Lawrence Drive**

On November 26, 2018, the Plan Commission reviewed a proposed site plan, a conditional use permit, and a right-of-way discontinuance/vacation for a proposed Krist Oil motor vehicle service station and grocery store, located at the northeast corner of Grant Street and Lawrence Drive (near I-41). Each of the three items was recommended for approval by the Plan Commission, by a vote of 6-0, with conditions.

The following conditions were included in the Conditional Use Permit recommendation:

1. Successful vacation of the Renkens Court right-of-way.
2. Completed Site plan approval for a proposed combination motor vehicle service station and grocery store (e.g. a gas station and convenience store) with design standards and landscaping that are above and beyond current Code requirements and as approved by staff, the Plan Commission and Common Council.
 - a. A focus on masonry along all columns of the canopies and pole sign that is at least 5-6 feet high should be considered in the design, which is reflective of building architecture.
 - b. A focus on heavy landscaping and ground cover along street frontages and multi-height landscaping along the building should be considered in the design.
 - c. The pole sign include a base and design that includes masonry and is reflective of the building architecture and also softened by foundation landscaping.
 - d. Other conditions as required by the Plan Commission or Common Council.

On December 10, 2018, the petitioner's authorized representative submitted an update to the Plan Commission reviewed site plan. Please see the attached graphics, which highlight the changes between the two submittals. Based on the revisions, staff recommends updated conditions of approval for this application.

Notable changes are the building shifting to the east, increases in pavement widths on the north, east and west sides of the building, added greenspace on the east side, an enlarged gas canopy on the south side, and increased quantities of landscaping vegetation. Concerns remain related to the width and amount of pavement, the layering and species of landscaping, and inappropriate vegetation scale that makes the landscaping appear to be more abundant. The petitioner has submitted drawings that show a pole sign with masonry and design that is reflective of the building architecture and also show masonry at a height of 9' for all gasoline canopies.

Common Council should consider adding the following conditions to the conditional use permit:

- Subject to a successful petition for a street vacation, combining of parcels, and a release of easement (if necessary) within any vacated right-of-way
- Provide a recycle/waste enclosure elevation that includes dimensions, proposed materials and colors.
- Revise the landscape plan per the following:
 - Replace Korean Boxwood with a more climate appropriate and scale appropriate plan.
 - Show plants to scale as related to mature spread.

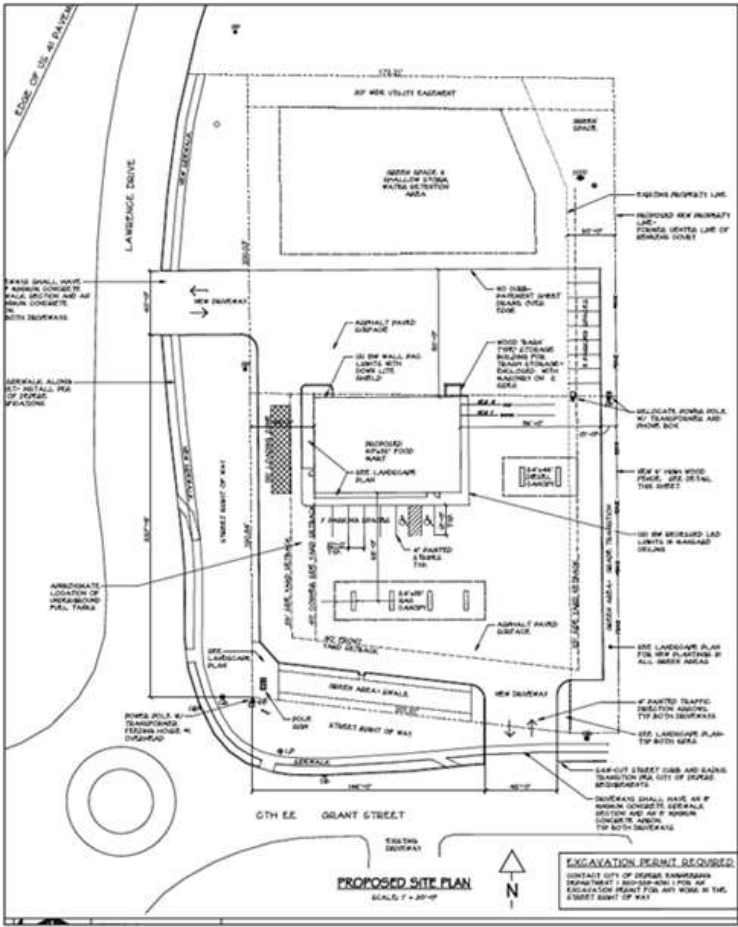
- Replace 5 dwarf sugar maples with full size canopy trees.
- Consider adding hardy perennial species to add interest and color to landscape areas.
- Increase plant quantities along the west and south parking lot buffers to provide 75% coverage at a minimum of 24" in height.
- Replace or add landscaping to the pole sign that includes some material that reaches a minimum height of 36".
- Add 3 canopy trees in the landscape area on the north edge of the parking lot.
- Add one ornamental tree or tall shrub (6'-10') in the foundation landscape area on the west side of the building in order to add vertical softening to the façade.
- Revise the planting scheme along the east property line to more appropriately layer plant material and position in clusters that will be aesthetically pleasing.
- Consider engaging with a landscape design company in order to refine landscape plan and species selection.
- Provide planting details per code.
- Revise the site plan per the following:
 - Shift the fence to the east property line, unless the property owner provides written confirmation that a setback fence is desired.
 - Reduce the north pavement width from 90' to 80' (still provides for a 50' drive aisle)
 - Reduce the drive lane between the diesel canopy and the east landscape area from 18'-7" to 15'-0".
 - Reduce the drive aisle along the west side of the building from 50' to 45'.
- Address all other conditions identified in the November 26, 2018 Plan Commission recommendation

STAFF RECOMMENDATION:

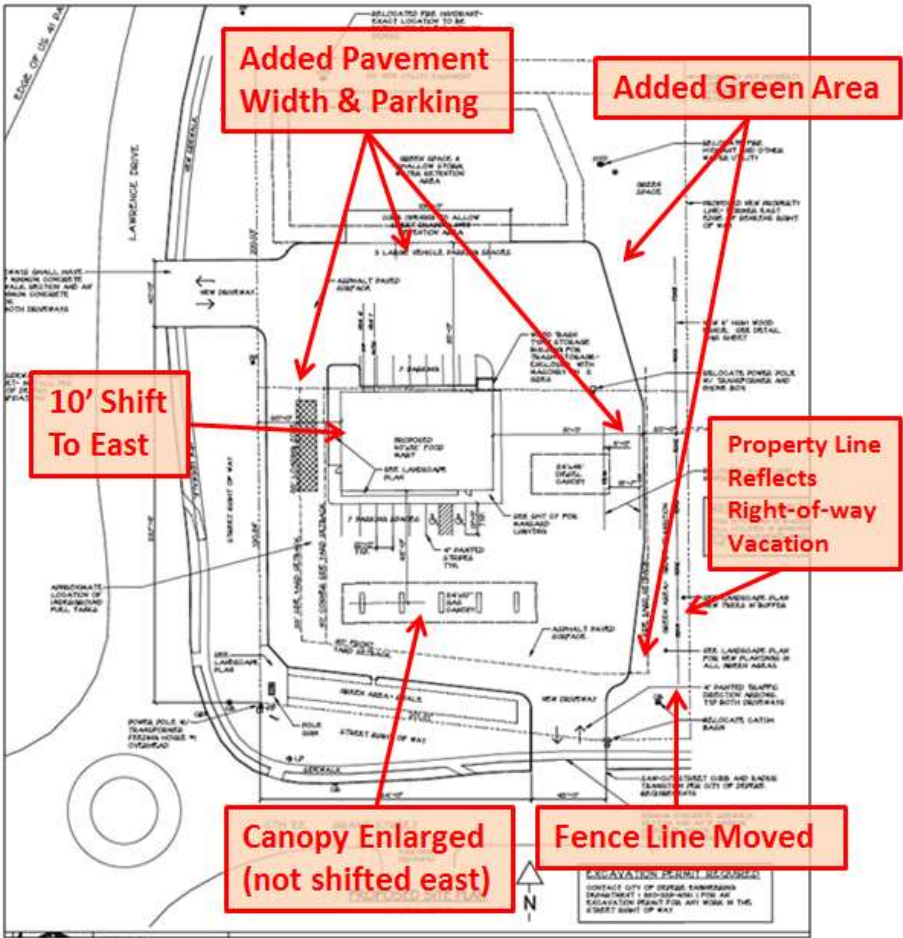
Staff recommends approval of the Conditional Use Permit subject to the report proposed conditions AND the above referenced conditions in this memo.

Krist Oil Site Plan Footprints (side-by-side)

15 Nov 2018



10 Dec 2018



12/11/2018

Publish: December 3, 2018 and December 10, 2018 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, December 18, 2018** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a request for a conditional use permit for Parcels WD-D0208, WD-D0210 and part of the Renkens Court ROW at 1218 Grant Street & 1216 Renkens Court.

The applicant makes a request to allow for a combination motor vehicle service station and grocery store (gas station/convenience store) on the property.

A copy of the application is available at the City of De Pere Development Services Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 3rd day of December, 2018.

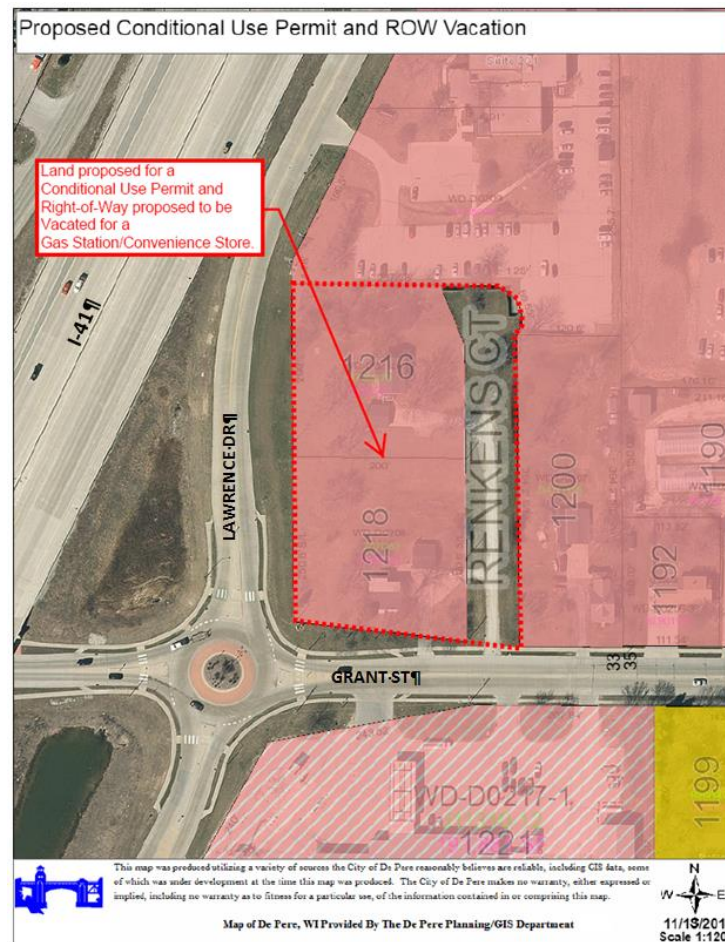
BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

- ITEM 5:** Review and recommendation for a Conditional Use Permit application for a proposed combination motor vehicle service station and grocery store (e.g. a gas station and convenience store) to be developed at 1218 Grant Street, 1216 Renkens Court and part of the Renkens Court right-of-way (Parcels WD-D0208, WD-D0209 and part of Renkens Court right-of-way) within the Highway 41 Business Corridor: B district. Submitted by Michael F. Dura, RA, Riverview Architecture and Krist Oil CO, authorized representative for Michael & Ronald Vieau ETAL, Byrne Trust, and City of De Pere, property owners.*

PROPOSED CONDITIONAL USE PERMIT LOCATION



REQUESTED ACTION: Conditional Use Permit Approval.

Allow a combination motor vehicle service station and grocery store (e.g. a gas station and convenience store) within the Highway 41 Business Corridor: District B.

COMMON DESCRIPTION: 1218 Grant Street, 1216 Renkens Court and part of the Renkens Court right-of-way located northeast from the Grant Street and Renkens court intersection.

PARCEL NUMBER(S):	WD-D0208, WD-D0209 and part of Renkens Court right-of-way	
EXISTING ZONING:	Highway 41 Business Corridor: District B.	
PROPOSED ZONING:	No proposed rezoning.	
SURROUNDING LAND USES:	Business to the north and south. Residential to the east. I-41 corridor to the west.	
COMPREHENSIVE PLAN:	Commercial.	
APPLICANT/OWNER :	Michael F. Dura, RA Riverview Architecture and Krist Oil Co 303 Seldon Road Iron River, MI 49935	Property Owners of Parcel WD-D0208: Michael H & Ronald P Vieau ETAL 1290 S. Pine Tree Road De Pere, WI 54115 Property Owners of Parcel WD-209: Byrne Trust 1216 Renkens Court De Pere, WI 54115-1378 Property Owners of Renkens Court: City of De Pere
SITE HISTORY:	After a review of air photographs, the subject area was originally agricultural. The drive lane that is presently within the Renkens Court right-of-way was put in place in the 1940's-50's. and agricultural/residential lots were developed on the parcels. Despite being originally built with single family homes, the properties are zoned HWY B and this indicates support of redeveloping the properties into land uses compatible with the HWY B Zoning District. However, without lot combination and right of way vacation, the property area does not meet the minimum lot size for the HWY B District. On November 26, 2018 the Plan Commission will review a conditional use permit, a right-of-way vacation, and a site plan for the area.	
STAFF REVIEW:	The applicant requests a Conditional Use Permit in order to construct and operate a 5,520 sq.ft. gas station and convenience store at the northeast corner of Lawrence and Grant. A Conditional Use Permit is required in order to ensure that the proposed project does not result in any negative impacts to the surrounding areas and is also a good 'fit' for the neighborhood. In addition to the Conditional Use Permit, this project also requires that the City provide additional land, via vacating the Renkens Court right of way. Municipal Code 14-30(5) includes the following conditional use review parameters. The petitioner's response to the parameters is attached to this	

report. Staff comments regarding the parameters are detailed below.

- a) *That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*

The proposed uses for the site are a gas station and a convenience store. The property is currently zoned HWY-B and commercial redevelopment of these lots fits within the future land use goals of the City. Another gas station and store exists across Grant Street to the south. The property not only has visibility from HWY 41, but is also located at a City of De Pere gateway. Because of that, any project proposed for this location should be aesthetically pleasing and utilize high quality design. It is important to note, however, that the adjacent property to the east is an existing residential land use, but is also zoned HWY-B.

- b) *That the conditional use will not be injurious to the use and enjoyment of other property in the orderly development and improvement in the immediate vicinity for the purposes already permitted nor substantially diminish or impair property values within the neighborhood;*

Country Visions Cooperative/Cenex currently provides gasoline and cooperative sales across Grant Street to the south of the proposed project site. This indicates that the land use itself fits within the orderly development of the community. However, based on the site location, visibility and proximity to residential neighborhoods, the aesthetic of the proposed project should be of high caliber and reviewed in detail in order to minimize any negative impact to property values within the neighborhood. In addition, a heavy landscape buffer should be implemented along the east property line in order to screen the project from the existing residential property.

- c) *That adequate facilities, access roads, drainage, and/or necessary facilities have been or are being provided;*

The project will generate additional traffic in the area. The proposed site plan for the project accommodates for that by including vehicular access points on Grant Street (CTH EE) and Lawrence Drive. The developer will need to obtain driveway permits from Brown County Department of Public Works in order to connect a driveway to Grant Street (Brown County has been made aware of the proposed connection by the developer). The developer will also need to obtain driveway permits from City of De Pere Public Works in order to connect a driveway to Lawrence Drive (the city is aware of the site plan and the distance from the roundabout has already

been considered). A formal storm water management plan has not yet been submitted to staff for review, however spaces at the north and southern end of the site have been identified on a site plan for potential storm water management.

- d) *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and*

As referenced in the above bullet, ingress and egress is proposed to be provided with the creation of two two-way drives on a related site plan. One drive will connect to Grant Street, which is part of the brown County Highway system between 5th Street and the two I-41 frontage roads at the City limits. The other drive will connect to Lawrence Drive, which is one of the two frontage roads to the I-41 freeway with connections to the freeway at Main Avenue to the north and Scheuring Road to the south. The site will have 15 parking stalls, in addition to areas for fueling under two canopies.

- e) *That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Council pursuant to the recommendations of the Plan Commission.*

As submitted, the site plan and elevations for the proposed gas station and convenience store meet Zoning Code requirements for setbacks, materials and landscaping. However, as noted above, there are a number of reasons why a project that exceeds the minimum should be pursued in this location. Including:

The project requires land provided by the City of De Pere, at no cost, via the right of way vacation of Renkens Court. In this sense, the City is providing a direct incentive to the project in order to spur redevelopment. Because of this, the project should be a shining example of the type of redevelopment that is desired in the De Pere commercial corridors.

- 1) Gas station and convenience stores are not permitted 'as of right' in this zoning district. The Conditional Use Permit review is designed in order to incorporate project conditions that will help mitigate any possible negative impacts of the proposed use.
- 2) The project site is visible from I-41 and is also a gateway into the City of De Pere. Previous recent site plan approvals have included landscaping and building design that have exceeded Code requirements. These enhanced standards are likely to be codified via the Zoning Code rewrite project.



All City of De Pere property owners within 300 feet of the subject area have been notified of this application. No public comments have been received regarding the petition.

REVIEW PROCESS:

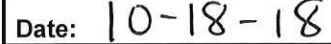
The Plan Commission will make a recommendation on the Conditional Use Permit request. The Common Council considers that recommendation and will conduct a public hearing, in the form of a resolution, after a Class II notice. That meeting is scheduled for December 18, 2018. Project notification letters have been sent to property owners within 300 feet of the site boundary.

This right of way review is linked to a number of other reviews necessary for the request to develop a Krist Oil Gas Station and Convenience Store at the northeast corner of Grant and Lawrence. Other concurrent reviews include:

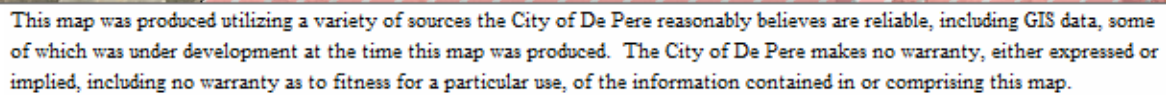
- 1) Site Plan – Plan Commission review November 2018.
- 2) Right of Way Vacation for Renkens Ct – Plan Commission Review November 2018. Council Review December 2018 and February 2019.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the Conditional Use Permit application to allow a proposed combination motor vehicle service station and grocery store (e.g. a gas station and convenience store), located at 1218 Grant Street, 1216 Renkens Court and part of the Renkens Court right-of-way, subject to the following:

1. Successful vacation of the Renkens Court right-of-way.
2. Completed Site plan approval for a proposed combination motor vehicle service station and grocery store (e.g. a gas station and convenience store) with design standards and landscaping that are above and beyond current Code requirements and as approved by staff, the Plan Commission and Common Council.
 - a. A focus on masonry along all columns of the canopies and pole sign that is at least 5-6 feet high should be considered in the design, which is reflective of building architecture.
 - b. A focus on heavy landscaping and ground cover along street frontages and multi-height landscaping along the building should be considered in the design.
 - c. The pole sign include a base and design that includes masonry and is reflective of the building architecture and also softened by foundation landscaping.
 - d. Other conditions as required by the Plan Commission or Common Council.



Land proposed for a Conditional Use Permit and Right-of-Way proposed to be Vacated for a Gas Station/Convenience Store.



Conditional Use Submittal Requirements

1. Project Name: Krist Convenience Store
DePere, WI

2. Summary of Conditional Use: The proposed establishment will be a "neighborhood" convenience store that will provide grocery items as well as fuel for automobiles and small recreation vehicles. The proposed establishment will NOT provide vehicle repair and will NOT serve large semi type trucks.

3. Responses to Conditional Use Standards:
 - a. That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

The construction and operation of this convenience store will not be detrimental or endanger the public as described. In fact, this establishment will be beneficial to the neighborhood by providing affordable fuel and quick access to grocery items to the neighborhood. Every effort will be made to isolate on site vehicle traffic from neighbors with buffering. Noise, light and drainage will also be isolated on the property.

 - b. That the conditional use will not be injurious to the use and enjoyment of other property in the orderly development and improvement in the immediate vicinity for the purposes already permitted nor substantially diminish or impair property values within the neighborhood;

The construction and operation of this convenience store is similar to other adjacent businesses in the area so it should not diminish or impair property values. Buffering will isolate the business from an adjacent residential property.

 - c. That adequate facilities, access roads, drainage, and/or necessary facilities have been or are being provided;

Storm drainage will be contained on site to minimize pollution discharge to public waterways.

 - d. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;

The proposed project includes closing Renkens Court which will reduce the number of driveway/street openings on Grant Street from two to one. The new driveways on Grant Street and Lawrence Drive have been located as far away from the round-a-bout as possible to minimize traffic impact on the streets.

- e. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Council pursuant to the recommendations of the Plan Commission.

The proposed project is similar to some other establishments to the south and east except additional measures have been taken to buffer the proposed property from some adjacent uses.

4. Project timeline: The proposed project construction timeline is spring 2019 to Fall 2019

5. Ownership: Krist Oil Company has an offer to purchase both properties however, the actual purchase will not be complete until zoning approval. The existing property owners are:

Byrne Trust
1216 Rennkens CT
DePere, WI 54115-1378

Marie Vieau
1290 S Pine Tree Road
DePere, WI 54115

Documentation has already been submitted to the City from both owners indicating they are aware of this application.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Premises Description Change for El Maya Mexican Restaurant Inc.

ATTACHMENTS:

- El Maya_Premises Description Change (PDF)

PREMISES DESCRIPTION CHANGE

1.8.a

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2018 ending: 06/30/2019
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of DEPERE

County of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company EL MAYA MEXICAN RESTAURANT INC

Address of Corporation/Limited Liability Company (if different from licensed premises)

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member SERGIO JIMENEZ

Vice President/Member FE MONTALVO

Secretary/Member _____

Treasurer/Member _____

Agent FE MONTALVO

Directors/Managers _____

C. 1. Trade Name EL MAYA MEXICAN RESTAURANT INC Business Phone Number 920-378-2476

2. Address of Premises 1049 MAIN AVE Post Office & Zip Code DEPERE, WI 54115

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers? ☒ Yes ☐ No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. Restaurant w/ seating for 95, separate kitchen

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No

9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] ☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this _____ day of _____, 20____

(Clerk/Notary Public)

My commission expires _____

(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>12-4-18</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from the Plan Commission to approve a Proposed Two Lot & One Outlot Certified Survey Map at 825 East River Drive (Parcel ED-1128-E-1-3). Submitted by Michael D. Vande Hei, PLS, authorized representative for CP Legacy LLC & Harold Macco Trust #2, property owner.

On August 27, 2018, the Plan Commission unanimously recommended approval of the two-lot certified survey map with a vote of 5-0. The certified survey map required follow-up Common Council review because of proposed right-of-way dedication at the northwest corner of proposed Lot 1, which would provide access to the lot.

On September 4, 2018, The Common Council unanimously approved the two-lot certified survey map with a vote of 8-0. When approving, the Council accepted the proposed right-of-way as lands that were dedicated to the public.

In November and December, City staff worked with the property owner to convert part of an existing private storm pond on the property to a city owned storm water management system. In order for the pond to become city owned, an outlot (dedicated to the public) was created that surrounded the pond. Acceptance of the public dedication of the outlot can occur via Council approval of the certified survey map. A copy of the certified survey map, titled "PREFINAL REVISED 3 CSM - 07 Dec 2018", is attached to the end of the original report and documents that were reviewed by Common Council on September 4, 2018. Aside from lot configuration, due to adding an outlot, no other changes were made to the certified survey map that Council reviewed on September 4, 2018.

STAFF RECOMMENDATION: Approve the PREFINAL REVISED certified survey map that is reconfigured with two lots and one outlot that is dedicated to the public, and proposed right-of-way.

ATTACHMENTS:

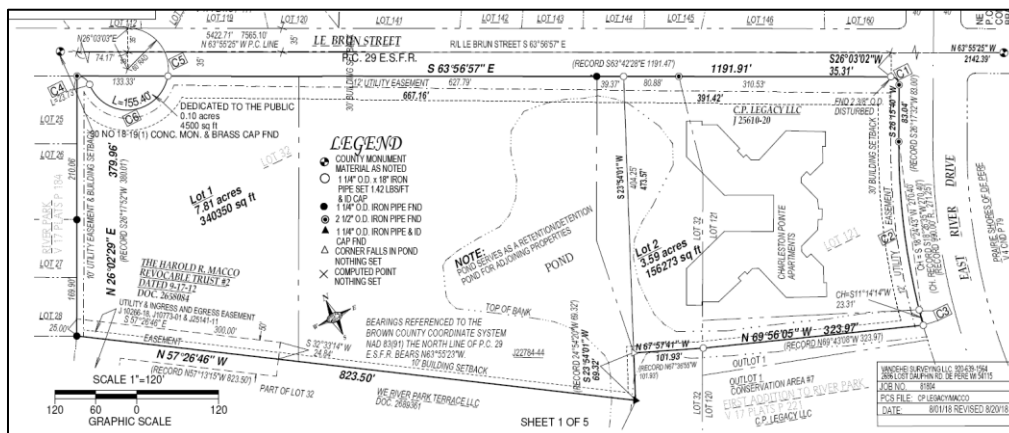
- CSM - Macco - Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary REVISED CSM (PDF)
- PREFINAL REVISED 3 CSM - 07 Dec 2018 (PDF)

ITEM 5: Recommendation regarding a Proposed Two Lot Certified Survey Map at 825 East River Drive (Parcel ED-1128-E-1-3). Submitted by Michael D. Vande Hei, PLS, authorized representative for CP Legacy LLC & Harold Macco Trust #2, property owner.*

SITE MAP



PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION: Certified Survey Map Review

COMMON DESCRIPTION: 825 East River Drive, located southwest from the East River Drive and Lebrun Street intersection. Lebrun Street is the De Pere/Allouez border.

PARCEL NUMBER(S):	ED-1128-E-1-3	
EXISTING ZONING:	R-3 (Multiple Family Residence District)	
PROPOSED ZONING:	None	
SURROUNDING LAND USES:	Single Family Residential to the north (Village of Allouez). Multiple Family Residential to the south and east (City of De Pere). Single Family Residential to the west (City of De Pere).	
COMPREHENSIVE PLAN:	Multi-Family Residential.	
APPLICANT/OWNER NAME:	Michael D. Vande Hei, PLS Authorized Representative 2692 Lost Dauphin RD De Pere, WI 54115	Mark Macco, Trustee & Member CP Legacy LLC & Harold Macco Trust #2 2986 CTH PP De Pere, WI 54115
SITE HISTORY:	After a review of air photographs, the east end of the site was developed with multifamily residential development as part of a planned development district in the 1990's. The storm pond was constructed a few years earlier as the pond also served residential developments to the south. The site had agricultural uses prior to residential uses. The land division is within the Sewer Service Area for the City of De Pere. There are no known environmentally sensitive areas on the property. The petitioner proposes to relocate the existing lot line, between Lots 1-2, eastward in order to create a larger proposed Lot 1. It is anticipated that the development will be multifamily; there are no site plan proposals on file for future development.	
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. • The site is vacant on Lot 1 and has a 53 unit multi-family complex on proposed Lot 2 • Lebrun Street is the city limit between De Pere and Allouez • The proposed land division will realign the border between two lots; the number of buildable lots will not change • Both lots exceed the minimum lot size requirement of 15,000 square feet (0.3 acres) for Lot 1 and 185,500 square feet (4.3 acres) for Lot 2 • Both lots meet the minimum requirement of 125 feet of street frontage • The proposal includes the <u>addition of right-of-way for a future cul-de-sac extension</u> on Lebrun Street • The proposed land division does not conflict with the R-3 Planned Development District or the property	

- If future development is proposed on the site, an updated Precise Implementation Plan must be submitted to Plan Commission and Common Council for review
- There are four technical comments required for the CSM that is referenced in the staff recommended conditions of approval
- In addition to the technical comments, staff provided four additional suggestions/recommendations that could impact the ease of future buildability of Lot 1.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides opportunities for infill development and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet acceptable City requirements.

REVIEW PROCESS:

For City certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council does not review City certified survey maps unless City lands or right-of-way dedications are involved. This project will be reviewed by Plan Commission and Common Council due to right-of-way being dedicated to the public. The Common Council is expected to review the CSM on September 4, 2018.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including Brown County Planning Commission.

Additional staff recommendations that do not include physical changes to the CSM:

- A. Submit an agreement or management plan that identifies how each of the four properties/property owners will maintain the storm water management pond. If there is no agreement or plan, the new property line should not cut through the pond.
- B. The water main will need to be extended and looped from the dead end on Lebrun Street to East River Drive when the parcel develops. 50% of the cost for the water main will be paid by the owner of Lot 1.
- C. Sanitary sewer will need to be extended from the intersection of Ridgeway Drive and Montreal Place to the north to service Lot 1. It is unknown if there is an existing sewer running north along the 1901 Ridgeway Drive western property line to easily provide the service.
 - a. If the easement does not exist, there is no practical way to provide sanitary sewer to the parcel. The cost for any sanitary sewer extensions will be paid by the developer.
- D. The Lebrun cul-de-sac is to be built at the developer's cost. The cost will be determined at the time of development.

- a. The Village of Allouez may object to the Lebrun Street extension being constructed on the Village half of the Lebrun Street right of way.



CITY OF DE PERE
APPLICATION FOR
CSM REVIEW

CITY OF DE PERE
RECEIVED
AUG 6 2018

Fee: \$ 368.00

Receipt #: 00135189

Date: 06 Aug 2018

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) CP LEGACY LLC & HAROLD MACCO TRUS	Authorized Representative MICHAEL D. VANDE HEI	Title SURVEYOR	
Mailing Address 2696 LOST DAUPHIN RD	City DE PERE	State WI	ZIP Code 54115
Email Address mvandehei001@new.rr.com	Phone Number (incl. area code) 920-639-1564	Fax Number (incl. area code)	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) C P LEGACY LLC & H. MACCO TRUST #2	Contact Person MARK MACCO	Title TRUSTEE & MEMBER	
Mailing Address 2986 C.T.H. "PP"	City DE PERE	State WI	ZIP Code 54115
Email Address Mark@hillcresthomes-wi.com	Phone Number (incl. area code) 920-337-2450	Fax Number (incl. area code) 920-337-2459	

SECTION 3: Project or Site Location

Project Address/Description 825 E. RIVER DR. PROPERTY ALONG LE BRUN ST.	Parcel No. ED-1164-R-121 ED 1164-R-32-2
--	--

SECTION 4: CSM Information

Existing Zoning:	R3
Present Use of Parcel:	VACANT, CULTIVATED
Proposed Use of Lots:	EXISTING APARTMENT BUILDING SEPERATED FROM VACANT LAND & FUTURE DEVELOP

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City
or if the property is located within the extraterritorial jurisdiction.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) MICHAEL D. VANDE HEI	Title SURVEYOR	Phone Number 920-639-1564
Signature of Applicant <i>Michael D. Vande Hei</i>		Date Signed 8/6/2018

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.

[Signature]

Attachment: Application Form (7716 : Recommendation from the Plan Commission to approve a Proposed Two Lot & One Outlot Certified

CERTIFIED SURVEY MAP

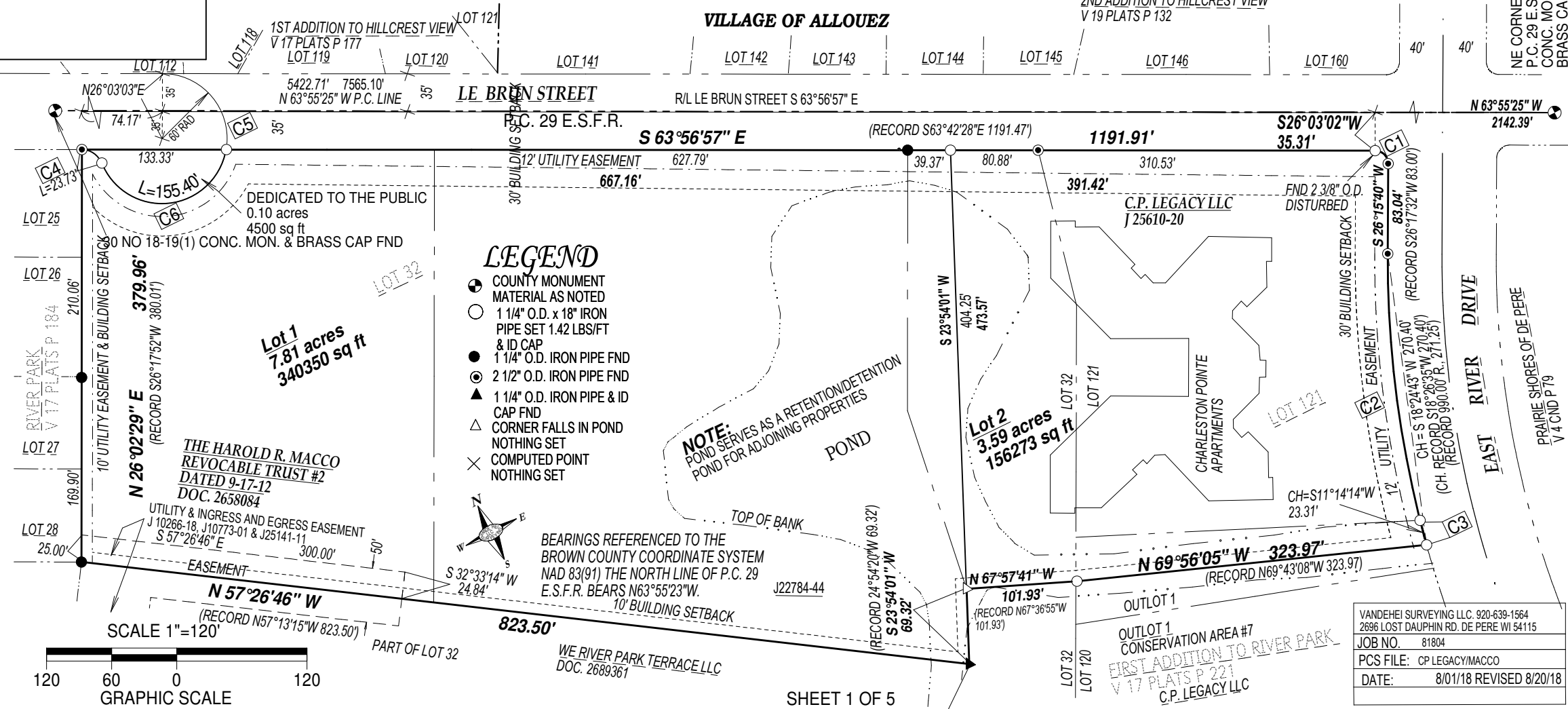
LOT 121, PART OF OUTLOT 1 OF THE FIRST ADDITION OF RIVER PARK, VOLUME 17 PLATS PAGE 221 OF BROWN COUNTY RECORDS AND PART OF LOT 32 OF RIVER PARK, VOLUME 17 PLATS PAGE 184 OF BROWN COUNTY RECORDS ALL LOCATED IN PRIVATE CLAIM 29. EAST SIDE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

CURVE NOTES

Id	Delta	Radius	Arc Length	Chord	Ch Bear	PC Tangent	PT Tangent
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C2	15°41'54"	990.00'	271.25'	270.40'	S 18°24'43" W	S 26°15'40" W	S 10°33'46" W
C3	01°20'57"	990.00'	23.31'	23.31'	S 11°14'14" W	S 11°54'43" W	S 10°33'46" W
C4	67°58'53"	20.00'	23.73'	22.36'	S 29°57'31" E	S 63°56'57" E	S 04°01'56" W
C5	247°58'34"	60.00'	259.68'	99.50'	N 60°02'39" E	S 04°01'56" W	N 63°56'38" W
C6	148°23'41"	60.00'	155.40'	115.46'	S 70°09'54" E	S 04°01'56" W	N 35°38'15" E



NE CORNER
P.C. 29 E.S.F.R.
CONC. MON. &
BRASS CAP FND



LEGEND

- COUNTY MONUMENT MATERIAL AS NOTED
- 1 1/4" O.D. x 18" IRON PIPE SET 1.42 LBS/FT & ID CAP
- 1 1/4" O.D. IRON PIPE FND
- 2 1/2" O.D. IRON PIPE FND
- 1 1/4" O.D. IRON PIPE & ID CAP FND
- CORNER FALLS IN POND NOTHING SET
- COMPUTED POINT NOTHING SET

NOTE: POND SERVES AS A RETENTION/DETENTION POND FOR ADJOINING PROPERTIES

BEARINGS REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM NAD 83(91) THE NORTH LINE OF P.C. 29 E.S.F.R. BEARS N63°55'23"W.



VANDEHEI SURVEYING LLC. 920-639-1564 2696 LOST DAUPHIN RD. DE PERE WI 54115
JOB NO. 81804
PCS FILE: CP LEGACY/MACCO
DATE: 8/01/18 REVISED 8/20/18

Attachment: Preliminary REVISED CSM (7716 : Recommendation from the Plan Commission to approve a

ESA LINE TABLE 1

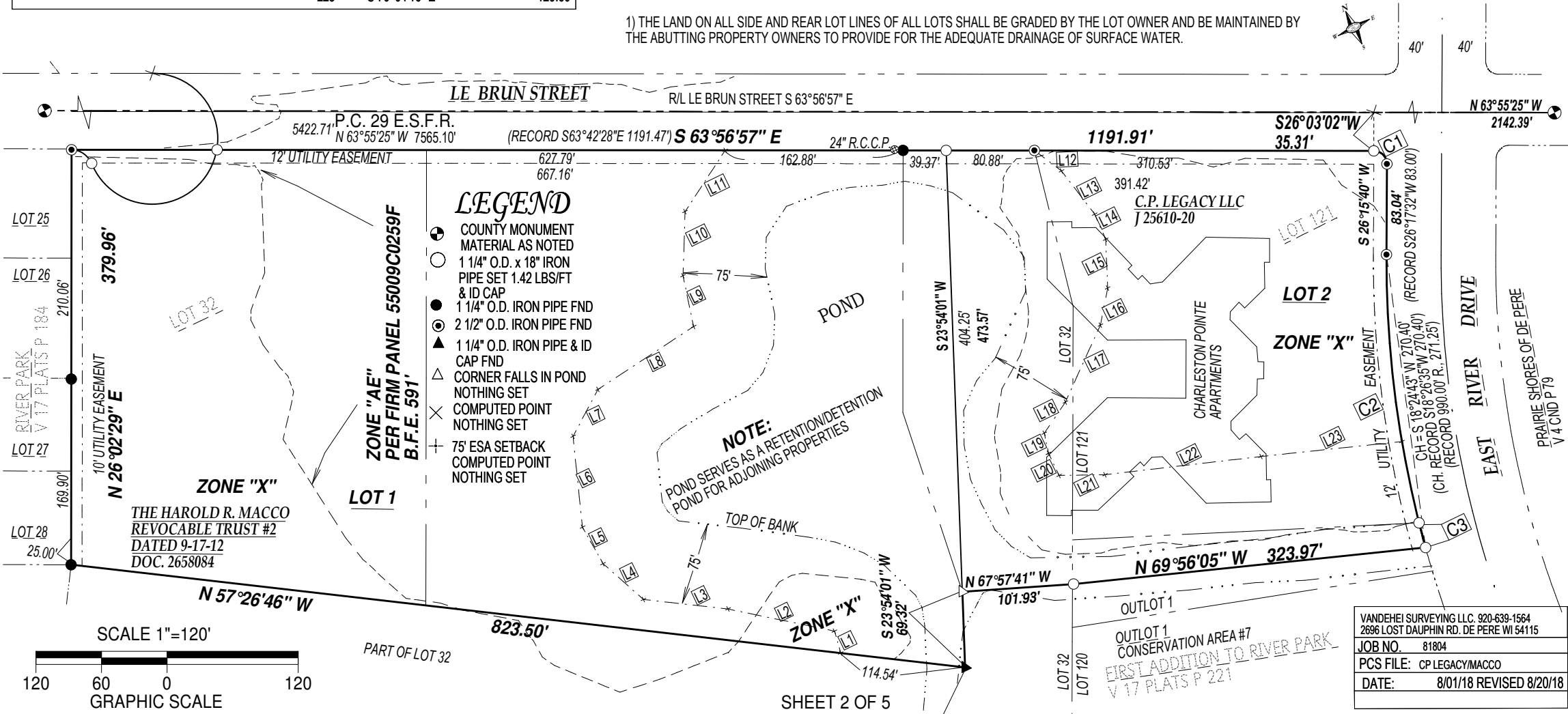
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L2	N 52°16'20" W	99.56'	L13	N 11°24'38" W	49.95'
L3	S 57°34'42" E	77.92'	L14	N 02°14'43" E	25.11'
L4	S 22°19'17" E	49.38'	L15	N 23°46'55" E	44.66'
L5	S 03°38'56" E	38.29'	L16	S 37°06'22" W	34.57'
L6	S 20°04'18" W	83.66'	L17	S 50°25'50" W	77.27'
L7	S 53°57'03" W	48.80'	L18	S 60°06'36" W	34.57'
L8	N 82°41'46" E	104.72'	L19	S 13°39'36" W	18.83'
L9	N 14°13'28" E	47.38'	L20	S 00°35'27" W	22.40'
L10	S 27°48'05" W	58.87'	L21	S 64°52'49" E	41.91'
L11	S 59°10'57" W	67.00'	L22	S 70°40'18" E	143.92'
			L23	S 70°04'16" E	129.60'

NOTES:

- 1) THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHOD OUTLINED IN "WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS " (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE VILLAGE HAS ADOPTED A SOIL EROSION CONTROL ORDINANCE IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION OR INSTALLATION RELATED ACTIVITIES.
- 2) LOTS 1-2 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES ALL LAND WITHIN 75 FEET OF A NAVIGABLE WATERWAY. DEVELOPEMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.
- 3) LOTS 1 & 2 ARE WITHIN FLOOD ZONE AE OF FIRM # 55009C259F BASE FLOOD ELEVATION 591.00'.

RESTRICTIVE COVENANTS:

- 1) THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND BE MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR THE ADEQUATE DRAINAGE OF SURFACE WATER.



VANDEHEI SURVEYING LLC, 920-639-1564	
2896 LOST DAUPHIN RD. DE PERE WI 54115	
JOB NO.	81804
PCS FILE:	CP LEGACY/MACCO
DATE:	8/01/18 REVISED 8/20/18

SURVEYOR'S CERTIFICATE:

I, MICHAEL D. VANDE HEI, PROFESSIONAL LAND SURVEYOR NUMBER 2241, HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED LOT 121, PART OF OUTLOT 1 OF THE FIRST ADDITION OF RIVER PARK, VOLUME 17 PLATS PAGE 221 OF BROWN COUNTY RECORDS AND PART OF LOT 32 OF RIVER PARK, VOLUME 17 PLATS PAGE 184 OF BROWN COUNTY RECORDS ALL LOCATED IN PRIVATE CLAIM 29. EAST SIDE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS..

COMMENCING AT THE NORTHEAST CORNER OF PRIVATE CLAIM 29, EAST SIDE FOX RIVER; THENCE N63°55'25"W ALONG THE NORTH LINE OF SAID PRIVATE CLAIM 29, 2142.39 FEET; THENCE S26°03'02"W, 35.31 FEET TO THE NOETH LINE OF LE BRUN STREET AND TO THE POINT OF BEGINNING; THENCE ALONG THE ARC OF A 12 FOOT RADIUS CURVE TO THE RIGHT, 18.85 FEET, THE CHORD OF WHICH BEARS S18°56'54"E, 16.97 FEET TO THE EAST LINE OF EAST RIVER DRIVE; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID EAST LINE; THENCE S26°15'40"W, 83.04 FEET; THENCE ALONG THE ARC OF A 990.00 FOOT RADIUS CURVE TO THE LEFT, 271.25 FEET, THE CHORD OF WHICH BEARS S18°24'43"W, 270.40 FEET TO THE END OF SAID COURSES; THENCE N69°56'05"W, 323.97 FEET; THENCE N67°57'41"W, 101.93 FEET; THENCE N57°26'46"W, 823.50 FEET TO THE WEST LINE OF SAID LOT 32 OF RIVER PARK; THENCE N26°02'29"E ALONG SAID WEST LINE, 379.96 FEET TO THE SOUTH LINE OF LE BRUN STREET; THENCE S63°56'57"E ALONG SAID SOUTH LINE, 1191.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11.50 ACRES MORE OR LESS INCLUDING ROAD RIGHT-OF-WAY.
THE ABOVE DESCRIBED PARCEL BEING PART OF LANDS DESCRIBED IN DOCUMENT NUMBER 2658084 AND JACKET 25610 IMAGE 20 OF BROWN COUNTY RECORDS.
SAID PROPERTY SUBECT TO ALL EXCEPTIONS, RESERVATIONS, RESTRICTIONS, CONDITIONS AND EASEMENTS CONTAINED IN PRIOR CONVEYANCES OF RECORD.

I, ALSO HEREBY CERTIFY THAT THE MAP SHOWN HEREON WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT IT IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY AND THE DIVISION OF THAT LAND, IT'S EXTERIOR BOUNDARIES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT I HAVE MADE SUCH SURVEY BY THE ORDER OF C.P. LEGACY LLC, A WISCONSIN LIMITED LIABILITY COMPANY AND THE TRUSTEES OF HAROLD R. MACCO REVOCABLE TRUST #2 DATED 9-17-12, OWNERS, AND I HAVE FULLY COMPLIED WITH CHAPTER 236.34 REVISED STATUTES OF WISCONSIN, BROWN COUNTY PLANNING COMMISSION AND WITH CHAPTER 14 OF THE GENERAL ORDINANCES OF THE CITY OF DE PERE.

MICHAEL D. VANDE HEI PLS 2241 DATE _____

NOTES:

- 1) THIS CSM IS WITHIN A PLANNED DEVELOPMENT DISTRICT
- 2) LOT 1 WILL REQUIRE A PRECISE IMPLEMENTATION PLAN BEFORE DEVELOPEMENT

NOTE: "GRANT OF EASEMENT"

There is hereby granted jointly to the City of De Pere, Wisconsin, a municipal corporation, Wisconsin Public Service Corporation and the Wisconsin Bell Telephone Company, both public utilities, and their successors and assigns, a perpetual right-of-way over and across an easement in all lands designated herein as "utility easements" for purposes of construction, installation and maintenance of water distribution systems, sanitary and storm sewer, gas and electric distribution systems and cable television systems. No habitable structures or accessory buildings shall be constructed within or upon said easements. This easement shall be perpetual.

VANDEHEI SURVEYING LLC. 920-639-1564	
2696 LOST DAUPHIN RD. DE PERE WI 54115	
JOB NO.	81804
PCS FILE:	CP LEGACY/MACCO
DATE:	8/01/2018

TRUSTEE'S CERTIFICATE:

AS TRUSTEES FOR THE HAROLD R. MACCO REVOCABLE TRUST #2 DATED 9-17-12, WE CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF DE PERE.

DAVE MACCO

ANN BOSSMEYER

MARK MACCO

STATE OF WISCONSIN

COUNTY

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2018,
THE ABOVE NAMED, DAVE MACCO, ANN BOSSMEYER AND MARK MACCO, TO ME KNOWN TO BE THE
SAME PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____, WISCONSIN

MY COMMISSION EXPIRES _____.

MORTGAGE HOLDER CERTIFICATE

OLD NATIONAL BANK, HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED LANDS, DOES HEREBY
CONSENT TO THE SURVEYING, DIVIDING AND MAPPING AS SHOWN HEREON.

DALE BUSHMAN
OLD NATIONAL BANK REPRESENTATIVE
STATE OF WISCONSIN

COUNTY

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2018,
THE ABOVE NAMED, DALE BUSHMAN, TO ME KNOWN TO BE THE SAME PERSON WHO
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____, WISCONSIN

MY COMMISSION EXPIRES _____.

Corporate Owner's Certificate:

C.P. LEGACY LLC , A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND
BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID
CORPORATION CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED
AND MAPPED AS REPRESENTED ON THIS SURVEY. C.P. LEGACY LLC , DOES FURTHER CERTIFY THAT THIS
PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR
OBJECTION: CITY OF DE PERE.

IN WITNESS WHEREOF, THE SAID C.P. LEGACY LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY
DAVE MACCO, ANN BOSSMEYER AND MARK MACCO, MEMBERS,
ON THIS _____ DAY OF _____, 2018.

DAVE MACCO, MEMBER
C.P. LEGACY LLC

ANN BOSSMEYER, MEMBER
C.P. LEGACY LLC

MARK MACCO, MEMBER
C.P. LEGACY LLC

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2018, THE ABOVE NAMED
MEMBERS OF SAID CORPORATION AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING
INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID CORPORATION, BY IT'S AUTHORITY.

NOTARY PUBLIC, _____, WISCONSIN

MY COMMISSION EXPIRES _____.

STATE OF WISCONSIN}
 } SS
COUNTY OF BROWN}

VANDEHEI SURVEYING LLC. 920-639-1564	
2696 LOST DAUPHIN RD. DE PERE WI 54115	
JOB NO.	81804
PCS FILE:	CP LEGACY/MACCO
DATE:	8/01/2018

CERTIFICATION OF THE CITY OF DE PERE:

APPROVED BY THE COMMON COUNCIL OF THE CITY OF DE PERE THIS _____ DAY OF _____, 2018.

SHANA D. LEDVINA
CLERK-TREASURER
CITY OF DE PERE

DATE

TREASURER'S CERTIFICATE:

I, PAUL D. ZELLER BEING THE DULY ELECTED, QUALIFIED TREASURERS OF BROWN COUNTY, WISCONSIN, RESPECTIVELY DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN OUR OFFICES SHOW NO UNREDEEMED TAXES AND NO OR UNPAID SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF THE DATE LISTED BELOW.

PAUL D. ZELLER, BROWN COUNTY TREASURER

DATE

VANDEHEI SURVEYING LLC. 920-639-1564	
2696 LOST DAUPHIN RD. DE PERE WI 54115	
JOB NO.	81804
PCS FILE: CP LEGACY/MACCO	
DATE:	8/01/18 REVISED 8/20/18

CERTIFIED SURVEY MAP

LOT 121, PART OF OUTLOT 1 OF THE FIRST ADDITION OF RIVER PARK, VOLUME 17 PLATS PAGE 221, DOCUMENT NUMBER 957950 OF BROWN COUNTY RECORDS AND PART OF LOT 32 OF RIVER PARK, VOLUME 17 PLATS PAGE 184, DOCUMENT NUMBER 947312 OF BROWN COUNTY RECORDS ALL LOCATED IN PRIVATE CLAIM 29. EAST SIDE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

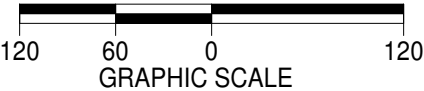
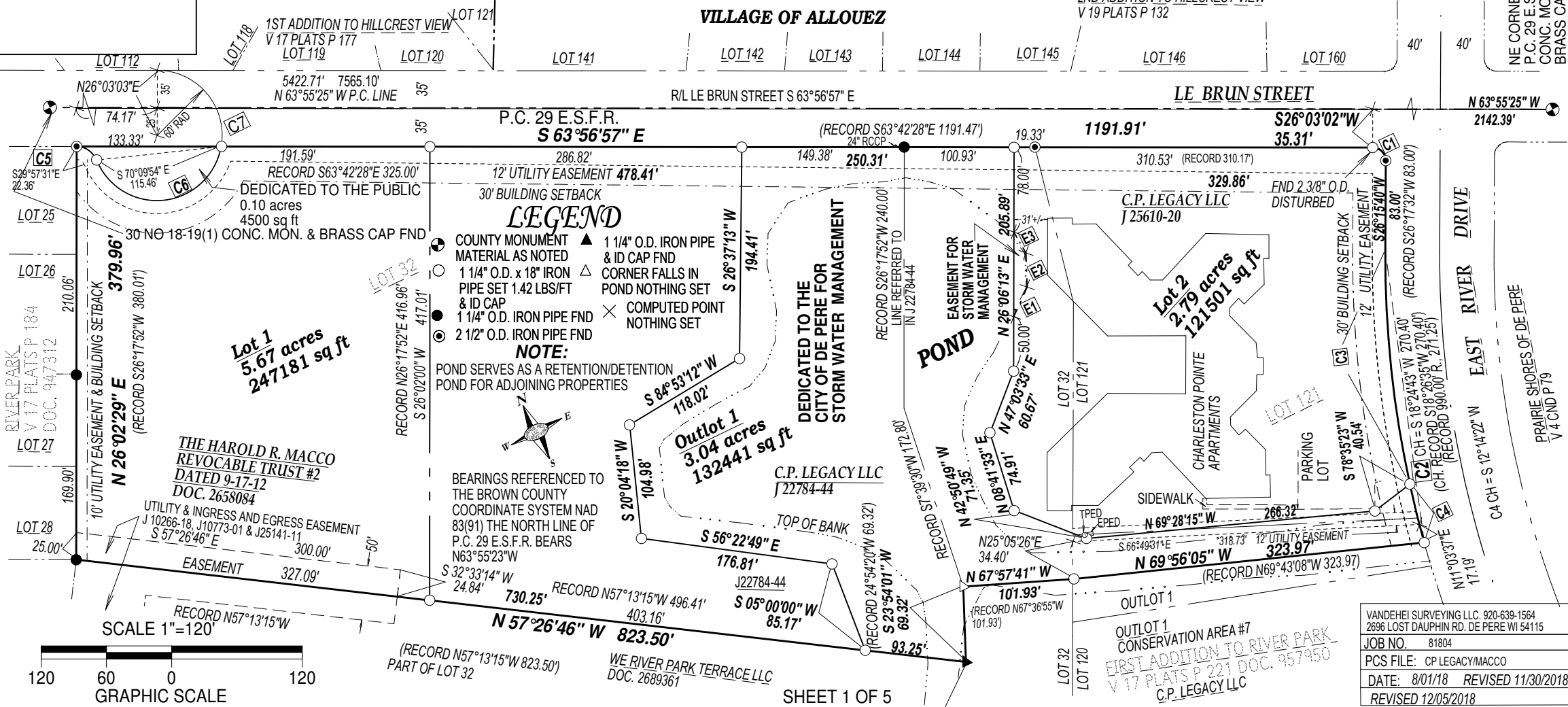


CURVE NOTES							
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STORM WATER MANAGEMENT EASEMENT		
Id	Bearing	Distance
E1	N 50°18'10" E	29.84'
E2	S 24°15'49" W	31.39'
E3	N 04°05'26" W	22.32'

2ND ADDITION TO HILLCREST VIEW
V 19 PLATS P 132

NE CORNER
P.C. 29 E.S.F.R.
CONC. MON. &
BRASS CAP FND



VANDEHEI SURVEYING LLC, 920-639-1564 2696 LOST DAUPHIN RD. DE PERE WI 54115	
JOB NO.	81804
PCS FILE:	CP LEGACY/MACCO
DATE:	8/01/18 REVISED 11/30/2018
REVISED	12/05/2018

ESA LINE TABLE 1

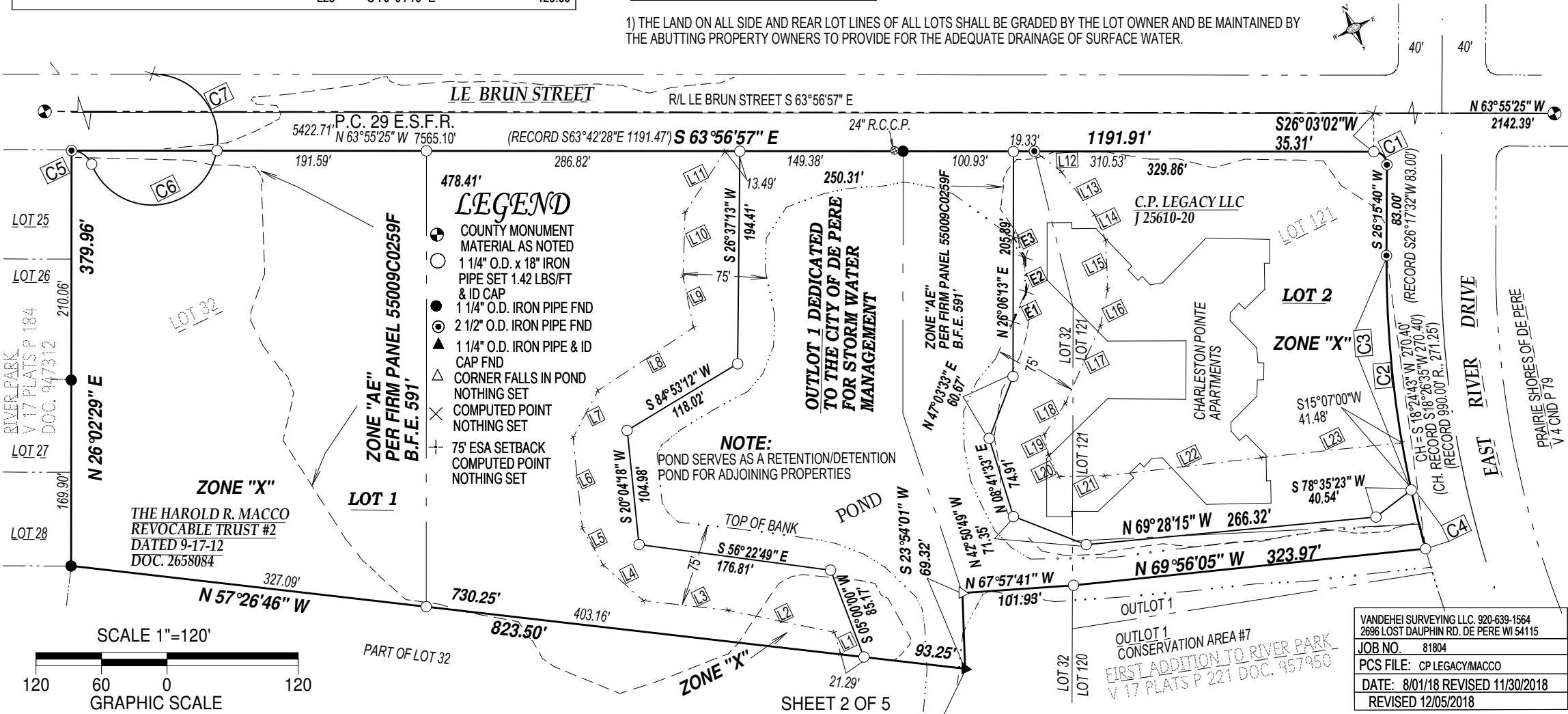
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L5	S 03°38'56" E	38.29'	L16	S 37°06'22" W	34.57'
L6	S 20°04'18" W	83.66'	L17	S 50°25'50" W	77.27'
L7	S 53°57'03" W	48.80'	L18	S 60°06'36" W	34.57'
L8	N 82°41'46" E	104.72'	L19	S 13°39'36" W	18.83'
L9	N 14°13'28" E	47.38'	L20	S 00°35'27" W	22.40'
L10	S 27°48'05" W	58.87'	L21	S 64°52'49" E	41.91'
L11	S 59°10'57" W	67.00'	L22	S 70°40'18" E	143.92'
			L23	S 70°04'16" E	129.60'

NOTES:

- 1) THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHOD OUTLINED IN "WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS " (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE CITY HAS ADOPTED A SOIL EROSION CONTROL ORDINANCE IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION OR INSTALLATION RELATED ACTIVITIES.
- 2) LOTS 1 & 2 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES ALL LAND WITHIN 75 FEET OF A NAVIGABLE WATERWAY. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.
- 3) LOTS 1 & 2 ARE WITHIN FLOOD ZONE AE OF FIRM # 55009C0259F BASE FLOOD ELEVATION 591.00'.

RESTRICTIVE COVENANTS:

- 1) THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND BE MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR THE ADEQUATE DRAINAGE OF SURFACE WATER.



SURVEYOR'S CERTIFICATE:

I, MICHAEL D. VANDE HEI, PROFESSIONAL LAND SURVEYOR NUMBER 2241, HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED LOT 121, PART OF OUTLOT 1 OF THE FIRST ADDITION OF RIVER PARK, VOLUME 17 PLATS PAGE 221, DOCUMENT NUMBER 957950 OF BROWN COUNTY RECORDS AND PART OF LOT 32 OF RIVER PARK, VOLUME 17 PLATS PAGE 184, DOCUMENT NUMBER 947312 OF BROWN COUNTY RECORDS ALL LOCATED IN PRIVATE CLAIM 29, EAST SIDE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHEAST CORNER OF PRIVATE CLAIM 29, EAST SIDE FOX RIVER; THENCE N63°55'25"W ALONG THE NORTH LINE OF SAID PRIVATE CLAIM 29, 2142.39 FEET; THENCE S26°03'02"W, 35.31 FEET TO THE SOUTH LINE OF LE BRUN STREET AND TO THE POINT OF BEGINNING; THENCE ALONG THE ARC OF A 12-FOOT RADIUS CURVE TO THE RIGHT, 18.89 FEET, THE CHORD OF WHICH BEARS S18°50'39"E, 17.00 FEET TO THE WEST LINE OF EAST RIVER DRIVE; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID WEST LINE; THENCE S26°15'40"W, 83.00 FEET; THENCE ALONG THE ARC OF A 990.00 FOOT RADIUS CURVE TO THE LEFT, 271.25 FEET, THE CHORD OF WHICH BEARS S18°24'43"W, 270.40 FEET TO THE END OF SAID COURSES; THENCE N69°56'05"W, 323.97 FEET; THENCE N67°57'41"W, 101.93 FEET; THENCE S23°54'01"W, 69.32 FEET; THENCE N57°26'46"W, 823.50 FEET TO THE WEST LINE OF SAID LOT 32 OF RIVER PARK; THENCE N26°02'29"E ALONG SAID WEST LINE, 379.96 FEET TO THE SAID SOUTH LINE OF LE BRUN STREET; THENCE S63°56'57"E ALONG SAID SOUTH LINE, 1191.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11.50 ACRES MORE OR LESS INCLUDING ROAD RIGHT-OF-WAY.
THE ABOVE DESCRIBED PARCEL BEING PART OF LANDS DESCRIBED IN DOCUMENT NUMBER 2658084, JACKET 22784 IMAGE 44 AND JACKET 25610 IMAGE 20 OF BROWN COUNTY RECORDS. SAID PROPERTY SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, RESTRICTIONS, CONDITIONS AND EASEMENTS CONTAINED IN PRIOR CONVEYANCES OF RECORD.

I, ALSO HEREBY CERTIFY THAT THE MAP SHOWN HEREON WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT IT IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY AND THE DIVISION OF THAT LAND, IT'S EXTERIOR BOUNDARIES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT I HAVE MADE SUCH SURVEY BY THE ORDER OF C.P. LEGACY LLC, A WISCONSIN LIMITED LIABILITY COMPANY AND THE TRUSTEES OF HAROLD R. MACCO REVOCABLE TRUST #2 DATED 9-17-12, OWNERS, AND I HAVE FULLY COMPLIED WITH CHAPTER 236.34 REVISED STATUTES OF WISCONSIN, BROWN COUNTY PLANNING COMMISSION AND WITH CHAPTER 14 OF THE GENERAL ORDINANCES OF THE CITY OF DE PERE.

MICHAEL D. VANDE HEI PLS 2241 DATE _____

NOTES:

- 1) THIS CSM IS WITHIN A PLANNED DEVELOPMENT DISTRICT
- 2) LOT 1 WILL REQUIRE A PRECISE IMPLEMENTATION PLAN BEFORE DEVELOPMENT

NOTE: "GRANT OF EASEMENT"

There is hereby granted jointly to the City of De Pere, Wisconsin, a municipal corporation, Wisconsin Public Service Corporation and the Wisconsin Bell Telephone Company, both public utilities, and their successors and assigns, a perpetual right-of-way over and across an easement in all lands designated herein as "utility easements" for purposes of construction, installation and maintenance of water distribution systems, sanitary and storm sewer, gas and electric distribution systems and cable television systems. No habitable structures or accessory buildings shall be constructed within or upon said easements. This easement shall be perpetual.

VANDEHEI SURVEYING LLC. 920-639-1564	
2696 LOST DAUPHIN RD. DE PERE WI 54115	
JOB NO.	81804
PCS FILE:	CP LEGACY/MACCO
DATE:	8/01/2018 REVISED 11/30/2018

TRUSTEE'S CERTIFICATE:

AS TRUSTEES FOR THE HAROLD R. MACCO REVOCABLE TRUST #2 DATED 9-17-12, WE CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF DE PERE.

ANN BOSSMEYER

MARK MACCO

STATE OF WISCONSIN

COUNTY

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2018,
THE ABOVE NAMED, DAVE MACCO, ANN BOSSMEYER AND MARK MACCO, TO ME KNOWN TO BE THE
SAME PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____, WISCONSIN

MY COMMISSION EXPIRES _____.

MORTGAGE HOLDER CERTIFICATE

OLD NATIONAL BANK, HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED LANDS, DOES HEREBY
CONSENT TO THE SURVEYING, DIVIDING AND MAPPING AS SHOWN HEREON.

DALE BUSHMAN

OLD NATIONAL BANK REPRESENTATIVE

STATE OF WISCONSIN

COUNTY

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2018,
THE ABOVE NAMED, DALE BUSHMAN, TO ME KNOWN TO BE THE SAME PERSON WHO
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____, WISCONSIN

MY COMMISSION EXPIRES _____

Corporate Owner's Certificate:

C.P. LEGACY LLC , A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS SURVEY. C.P. LEGACY LLC , DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF DE PERE.

IN WITNESS WHEREOF, THE SAID C.P. LEGACY LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY
DAVE MACCO, ANN BOSSMEYER AND MARK MACCO, MEMBERS,
ON THIS DAY OF , 2018.

MARK MACCO, MEMBER
C.P. LEGACY LLC

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2018, THE ABOVE NAMED MEMBERS OF SAID CORPORATION AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID CORPORATION. BY IT'S AUTHORITY.

NOTARY PUBLIC, _____, WISCONSIN

MY COMMISSION EXPIRES _____

STATE OF WISCONSIN }
COUNTY OF BROWN } SS

VANDEHEI SURVEYING LLC. 920-639-1564	
2696 LOST DAUPHIN RD. DE PERE WI 54115	
JOB NO.	81804
PCS FILE:	CP LEGACY/MACCO
DATE:	8/01/2018

CERTIFICATION OF THE CITY OF DE PERE:

APPROVED BY THE COMMON COUNCIL OF THE CITY OF DE PERE THIS _____ DAY OF _____, 2018.

SHANA D. LEDVINA
CLERK-TREASURER
CITY OF DE PERE

DATE

TREASURER'S CERTIFICATE:

I, PAUL D. ZELLER BEING THE DULY ELECTED, QUALIFIED TREASURER OF BROWN COUNTY, WISCONSIN, RESPECTIVELY DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN OUR OFFICES SHOW NO UNREDEEMED TAXES AND NO OR UNPAID SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF THE DATE LISTED BELOW.

PAUL D. ZELLER, BROWN COUNTY TREASURER

DATE

VANDEHEI SURVEYING LLC. 920-639-1564	
2696 LOST DAUPHIN RD. DE PERE WI 54115	
JOB NO.	81804
PCS FILE: CP LEGACY/MACCO	
DATE:	8/01/18 REVISED 11/30/18



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Approve the Definitely De Pere Streetscape Projects

The Board of Public Works, at the December 10, 2018 meeting, approved the Definitely De Pere streetscape projects and moved to send it to Common Council for approval. The above motion passed unanimously with a 5-0 vote.

On April 5, 2017 the City Council approved \$150,000 of the excess stadium tax revenue for streetscape improvements. (See attached resolution) As part of the streetscape approval process, the BOPW needs to review the final project list and make a recommendation to the Council. (See attached April 11, 2017memo to the Finance/Personnel Committee)

Tina Quigley of Definitely De Pere will present a power point presentation at the BOPW meeting of the streetscape projects. (See attached power point presentation)

Staff has been working with Definitely De Pere on the proposed projects. Staff supports the proposed projects with the following conditions:

* Snow removal in the downtown areas where the streetscape projects are being proposed will be impacted. The City will need to work with the businesses to determine the most cost effective way to remove the snow.

* Ongoing maintenance of the permanent streetscape areas still needs to be determined and what is the most cost effective way to perform the maintenance.

Staff recommends approving the projects presented by Definitely De Pere with conditions noted above.

ATTACHMENTS:

- Stadium Tax Resolution 4-5-17 (PDF)
- Streetscape Project Process - Excess Stadium Tax Revenue 4-11-17 (PDF)
- Streetscape Presentation 12-10-18 (PDF)

RESOLUTION #17-27
REGARDING EXPENDITURE OF EXCESS
STADIUM TAX REVENUE

WHEREAS, pursuant to 2015 Wisconsin Act 114 (the Act), the State of Wisconsin authorized the return of excess stadium tax revenue collected between April 1, 2015 and September 30, 2015 to Brown County and municipalities located within Brown County; and

WHEREAS, under the Act, municipalities receiving such revenue are required to:

1. Deposit the revenue into a segregated account to use only for the purpose of providing property tax relief, tax levy supported debt relief, or economic development; and
2. Adopt a resolution specifying the purpose(s) for which the revenue will be spent and the amount of the revenue(s) to be spent for that purpose; and

WHEREAS, the State forwarded to the City its share of the revenue in the amount of \$1,287,473.72, which has earned \$12,874.74 in interest since its receipt, for a total current revenue amount of \$1,300,348.46; and

WHEREAS, on February 28, 2017, the Council, meeting in special session, evaluated various project proposals (more particularly described in Exhibit A, attached and incorporated by reference) for use of said revenues and determined to fund such projects as more fully set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Council hereby approves the following projects in the amounts and for the purposes set forth below:

Project Title	2015 Wis. Act Purpose	Expenditure Not to Exceed
Re-write of City Zoning Code	Property Tax Relief	\$ 45,000
Establish City vision/brand	Economic Development	\$ 100,000
De Pere public art initiative	Economic Development	100,000
De Pere streetscape project	Economic Development	\$ 150,000
Aquatic center design	Property Tax Relief/ Economic Development	\$ 200,000
Southwest Park playground equipment	Property Tax Relief/ Economic Development	\$ 80,000
Splashpad	Economic Development	\$ 300,000
Voyageur Park amphitheater/stage	Economic Development	\$ 125,000
Voyageur Park playground equipment	Property Tax Relief/ Economic Development	\$ 200,000
		\$1,300,000

BE IT FURTHER RESOLVED THAT:

All revenue not used through the above expenditure and all interest earned on the revenue shall be applied to future City debt payments as determined by the City Administrator and Finance Director.

BE IT FURTHER RESOLVED THAT:

Insofar as the Public Art and Streetscape Projects involve collaboration between City staff and Downtown De Pere, Inc. (d/b/a Definitely De Pere), the process for disbursement of such funds for said projects shall be as determined by the Finance/Personnel Committee.

BE IT FURTHER RESOLVED THAT:

The disbursement of funds processes for the remaining projects listed above shall be as set forth in the City's Purchasing Policy.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of April, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey Danen, Deputy Clerk

Ayes:_____

Nays:_____

City of De Pere MEMORANDUM



To: Finance/Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: April 11, 2017
 RE: **Streetscape Project Process – Excess Stadium Tax Revenue**

Background/Summary

The City Council approved \$150,000 of excess stadium tax revenue for streetscape improvements based on a proposal submitted by Definitely De Pere (attached for review). Per the resolution passed on April 5, the Finance/Personnel Committee will review and approve the process for the Public Art and Streetscape projects.

The following process is proposed as a way to utilize the funds for the streetscape project in an efficient manner with the appropriate approvals. Because streetscape work will likely be completed in the City right of way, the Department of Public Works will work closely with Definitely De Pere.

1. Project Identification

- a. Definitely De Pere to prepare list of potential projects and design objectives.
- b. Definitely De Pere to meet with City representatives to review and analyze project list.
- c. Possible revisions to project list based on City input (cost, feasibility, impact on other projects).
- d. Definitely De Pere to provide final project list to Public Works Director.
- e. Any final revisions if needed based on Development Team comments.

2. Board of Public Works Review

- a. Department of Public Works to prepare list for Board of Public Works review.
- b. Board of Public works to review final project list and make a recommendation to Council.
- c. Council to review project list and Board of Public Works recommendation.

3. Project Implementation

- a. City staff will work on an implementation timeline and strategy for approved projects.
- b. City staff will be the lead in finalizing design (with Definitely De Pere input), acquiring final approvals, issuing bids, selecting contractors and overseeing work.

Recommendation

Staff recommends approval of the proposed process for the Streetscape projects funded using excess stadium tax revenue.

Attachment: Streetscape Project Process - Excess Stadium Tax Revenue 4-11-17 (7713 : Recommendation from the BOPW to Approve the

Streetscape Project Proposal

Downtown De Pere

Overview

- City Council approved \$150,000 in Stadium Tax Excess Funds for downtown streetscape improvements based on a proposal submitted by Definitely De Pere.
- Definitely De Pere hired a team of downtown planning consultants that worked pro bono to develop a Downtown Streetscape Design Plan. Community stakeholders were engaged in the process led by the following experts:
 - Errin Welty, Downtown Development Account Manager, WI Main Street Program
 - Michael Schroeder, Landscape Architect and Urban Designer, Minneapolis MN
 - Jay Schlingen, Downtown Professionals Network, Franklin TN
- The Downtown Streetscape Design Plan was used as a guide for the proposed streetscape projects included in this proposal.

Streetscape Project Goals

- Increase green space everywhere possible.
- Create spaces where human activity is visible and encouraged.
- Add art to the public realm.
- Increase foot-traffic and improve pedestrian comfort.
- Enhance aesthetics and calm traffic.



Proposed Projects

- Main Avenue Planter Beds
- George Street Bump-out Beds and Planters
- Sculpture Walk on Broadway

Main Avenue Project

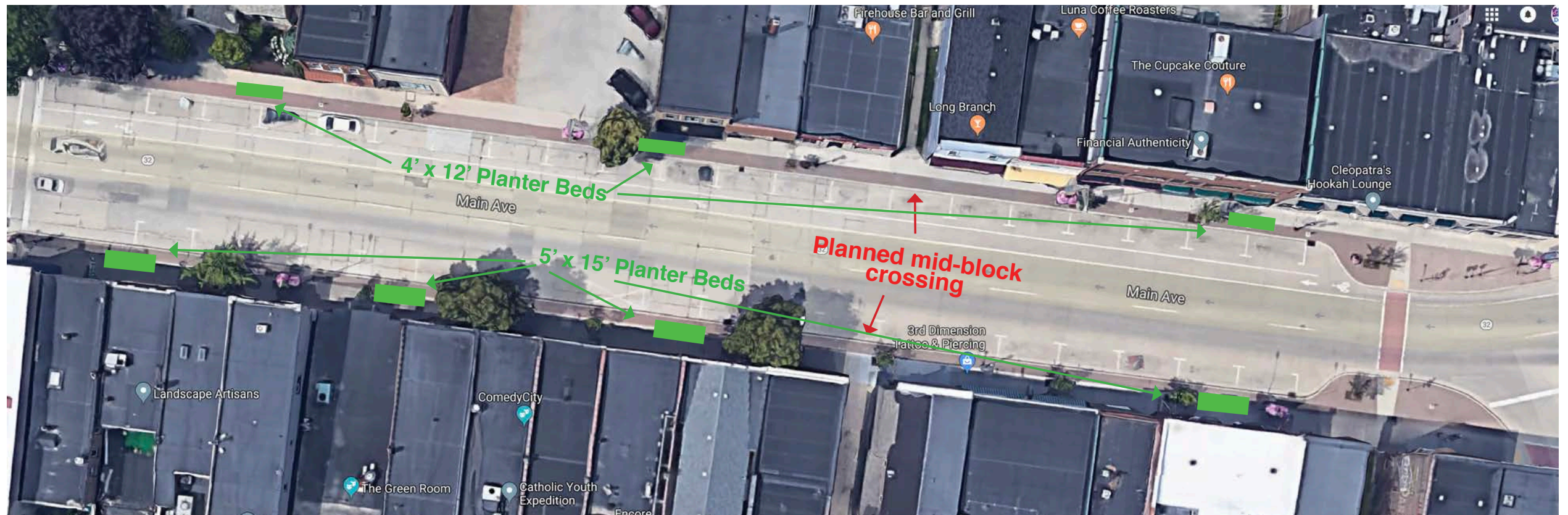
Imagine Main Avenue looking like Chicago's Magnificent Mile.

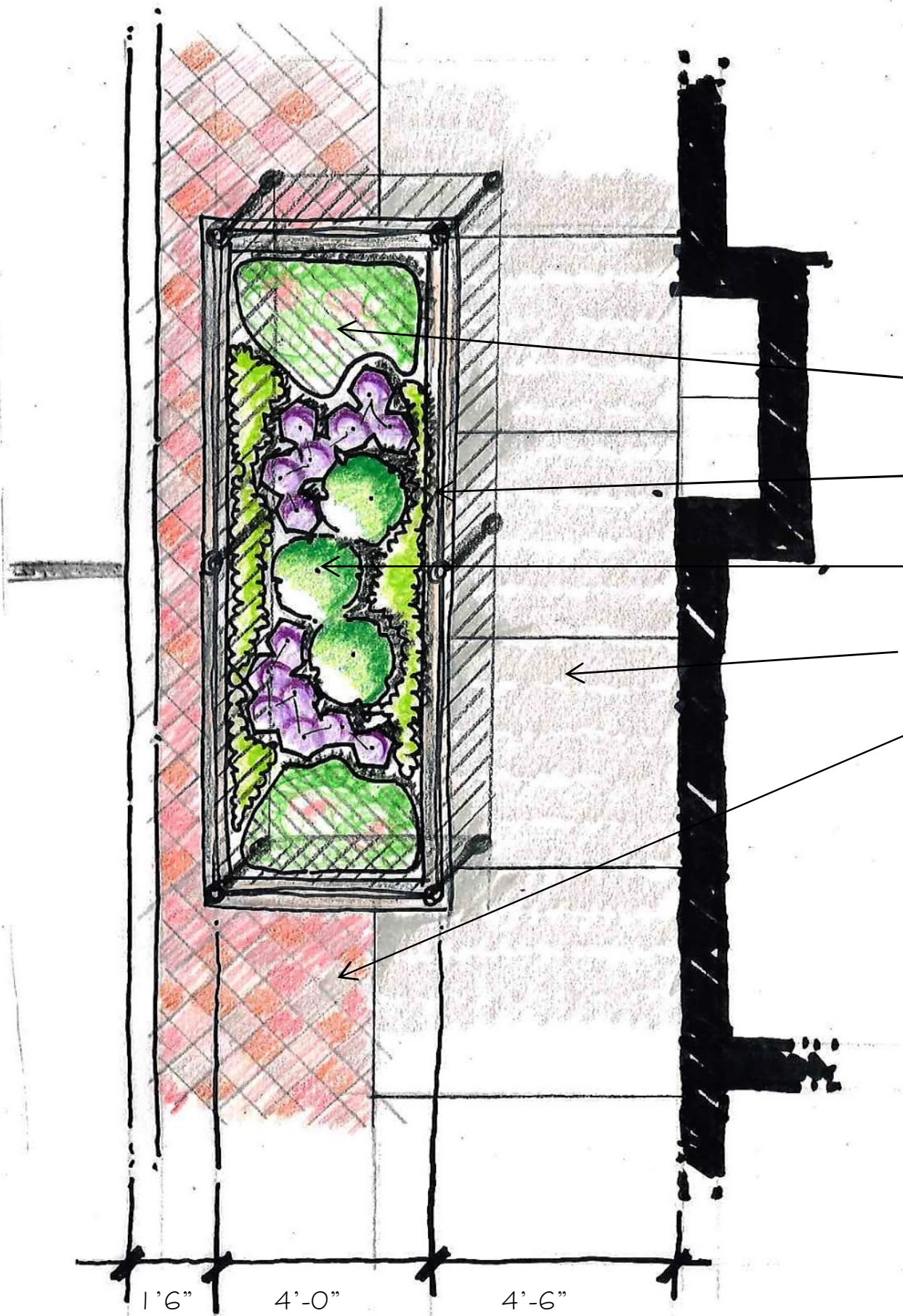
An attractive streetscape that includes an abundance of green space and seasonal flowers is an important part of creating a competitive business environment.



Main Ave Project Specs

- Install four (4) 5' x 15' beds on the south side of the street (sidewalk width 15', planter setback 2 1/2').
- Install three (3) 4' x 12' beds on the north side of the street (sidewalk width 10', planter centered off parking stall, setback 1 1/2').





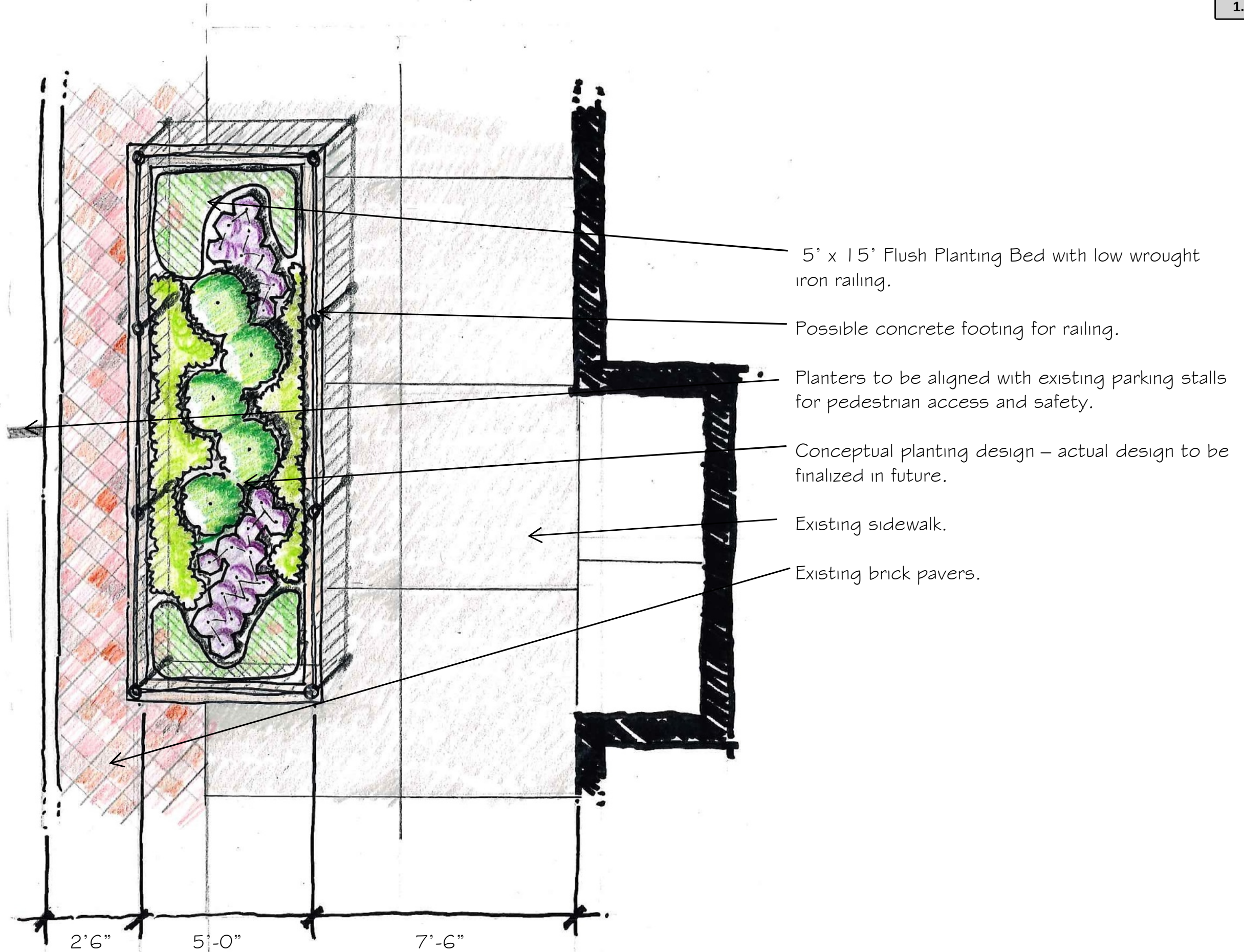
4' x 12' Flush planting bed with low wrought iron railing.

Possible concrete footing for railing.

Conceptual planting design – actual design to be finalized in future.

Existing sidewalk.

Existing brick pavers.



Main Ave Project Cost Estimates

Wrought Iron Fencing

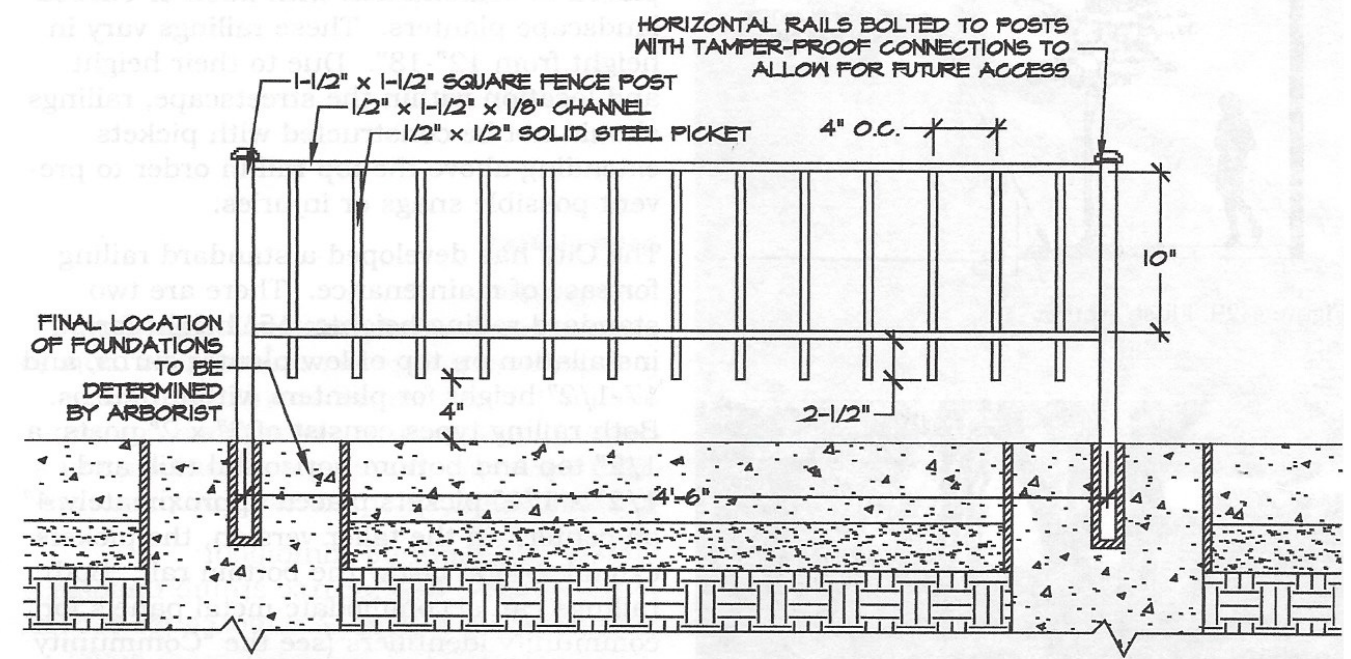
- 256 linear feet - \$20,000

Planter Bed

- Cut out concrete, remove gravel, add topsoil and plants
 - 5' x 15' beds at \$3,000 each = \$12,000
 - 4' x 12' beds at \$2,500 each = \$7,500

Planter Bed Cost - \$19,500

Total Project Cost - \$39,500



Main Avenue Maintenance and Considerations

- Planting height should respect views for businesses, pedestrians, and traffic.
- Plants that can tolerate salt and harsh winters will be selected.
- City will water. (28 of 48 existing pots will be 'retired')
Perennial plants and shrubs will require little maintenance once established.
- Property and/or business owners will assist with weeding, litter and snow removal.
- Contractor will be hired and paid for by the BID to remove snow from planter to curb.
- 25-30% annual plant replacement cost is anticipated.
- Replacement plants will be funded by the Beautification Committee.



George Street Project

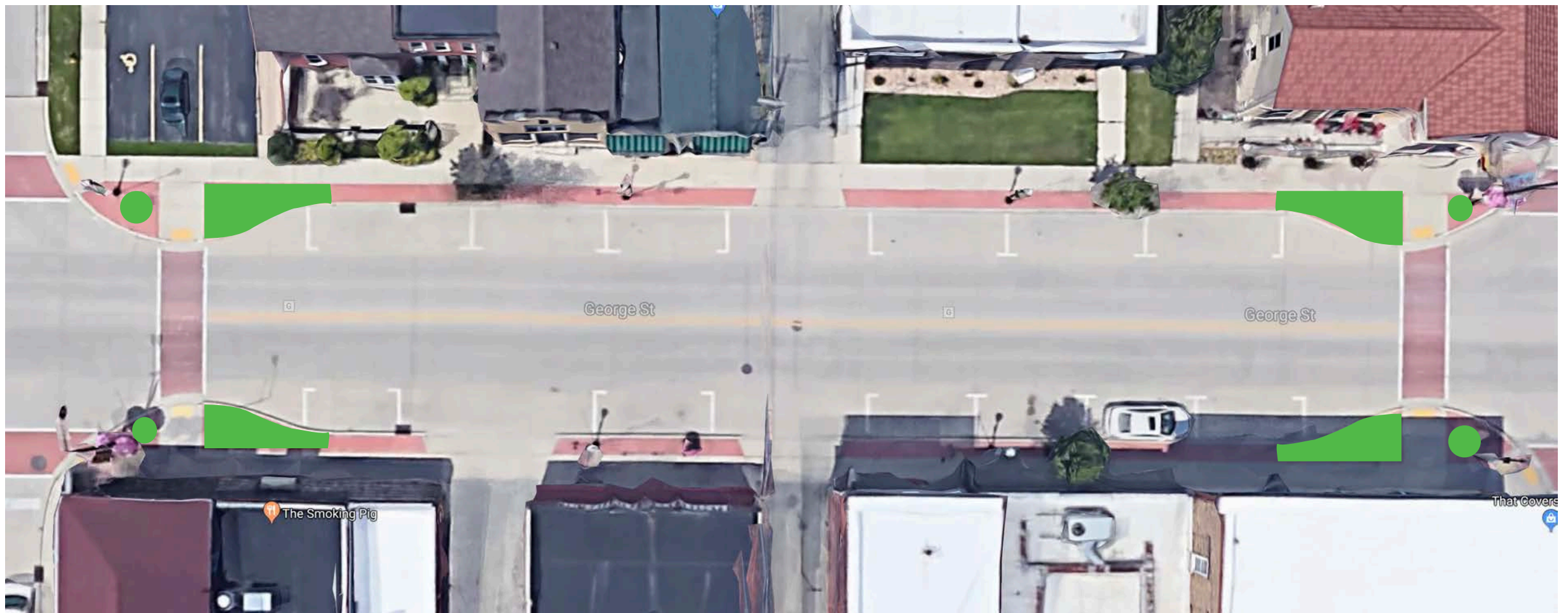
Enhance the visual and pedestrian experience by creating garden-like spaces where there is too much concrete.

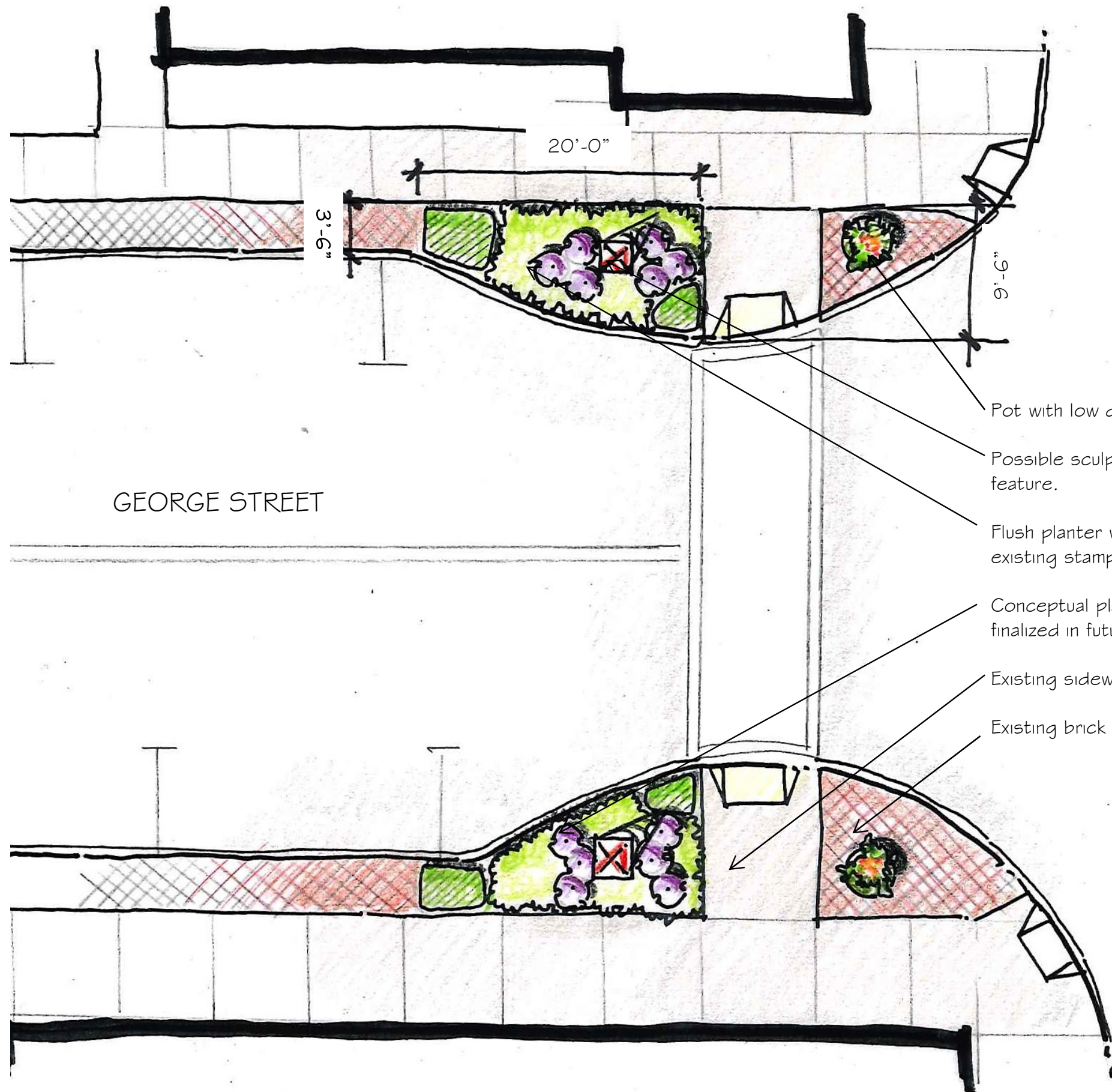


George Street Project Specs

Primary Block (between Michigan and Superior)

Remove all but a narrow band of stamped concrete at bump outs and place concrete planter at the corner.





Pot with low decorative seasonal plantings.

Possible sculpture or seasonal decorative feature.

Flush planter with no railing. Location aligns with existing stamped concrete area.

Conceptual planting design – actual design to be finalized in future.

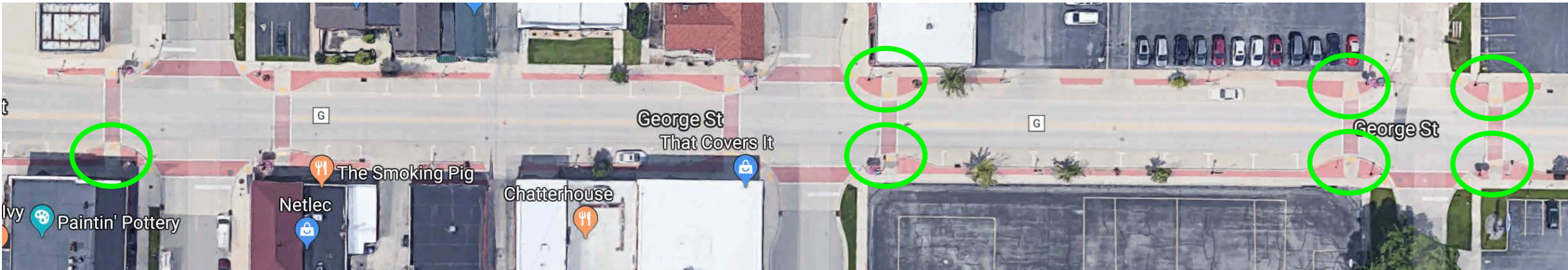
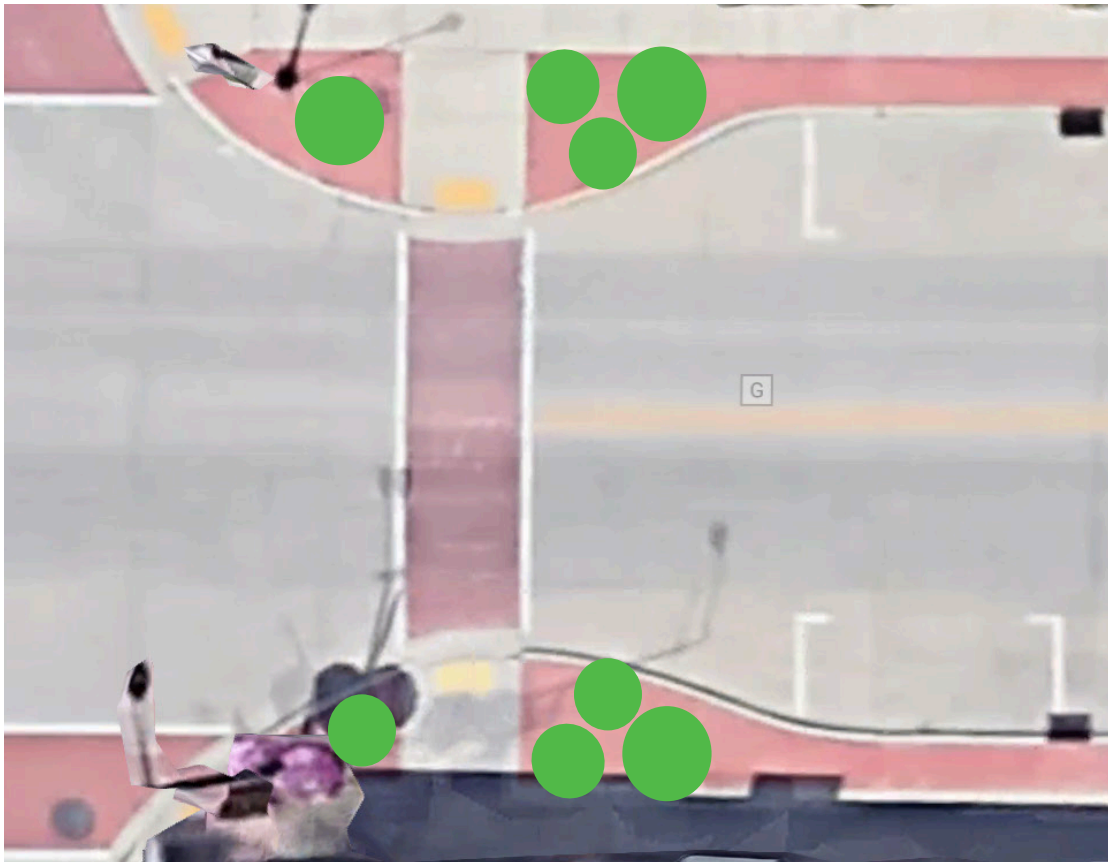
Existing sidewalk.

Existing brick pavers.

George Street Project Specs

Secondary Corners

Upgrade planters with a design that is large in scale and contemporary in design.



George Street Project Cost Estimates

Flush Planter Beds

- Cut out concrete, remove gravel, add top soil and plants - \$3,000 per bed
- Single concrete planter at corner - \$500 each

Planter Cluster

- Various size/shape concrete planters - \$2,500 per corner

Total Project Cost - Flush Planter Beds (4 primary corners) and Planter Cluster (7 secondary corners) **\$31,500**

George St Maintenance and Considerations

- Planting height should respect views for businesses, pedestrians, and traffic.
- Plants that can tolerate salt and harsh winters will be selected.
- City will water. (28 of 48 existing pots will be 'retired')
- Perennial plants and shrubs will require little maintenance once established.
- 25-30% annual plant replacement cost for the flush planter beds is anticipated.
- Replacement plants will be funded by the Beautification Committee.
- Beautification will fund the seasonal plants.
- Planters will be planted and decorated onsite.



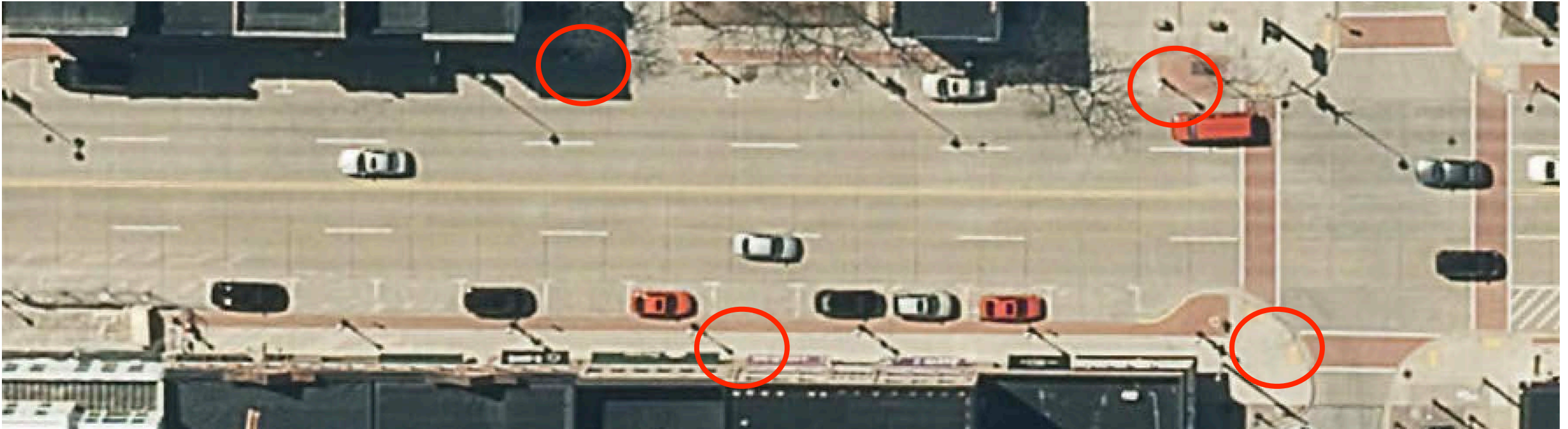
Sculpture Walk Project on Broadway

The purpose of this project is to integrate art to enliven the streetscape. The project will feature an ongoing seasonal public art exhibit of original outdoor sculpture temporarily installed along Broadway. The pieces will be exhibited for 6 - 8 months.

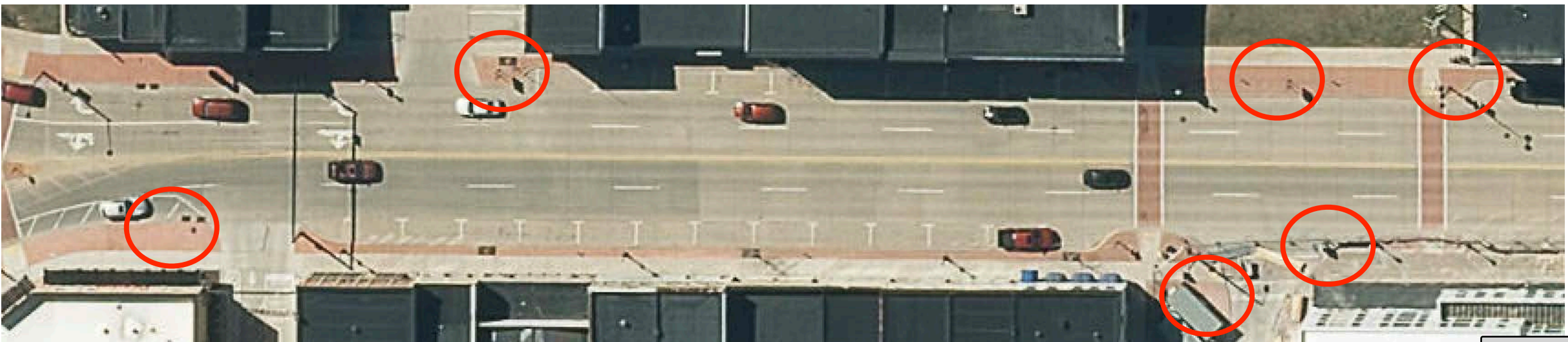


Anticipated Locations

North Broadway (George St to James St)



South Broadway (George St to Bridge Roundabout)



Sculpture Walk Project Cost Estimates

Year One Project Costs

Concrete pads - \$500 each

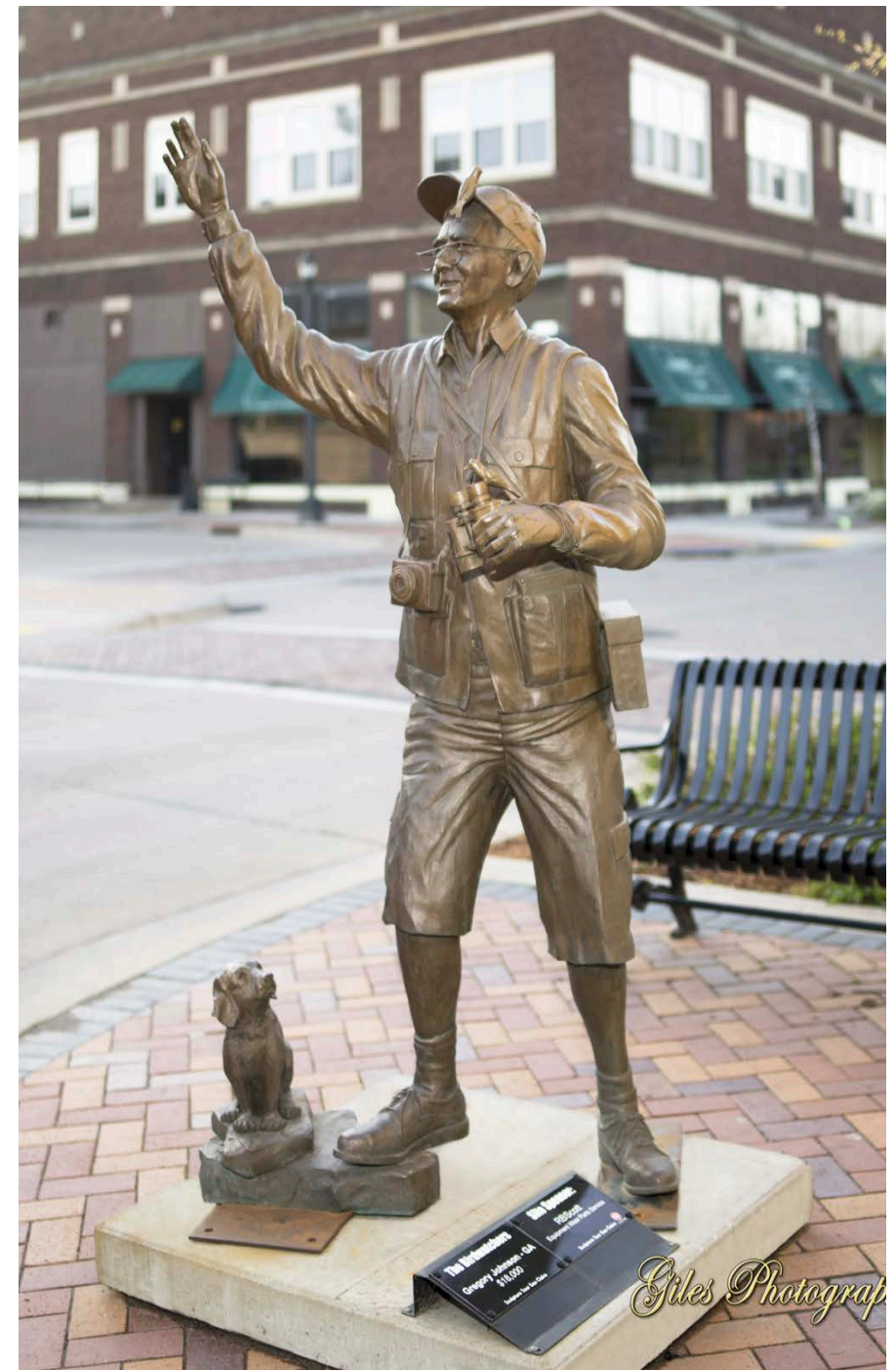
Artist stipend - \$1,000 each

10 locations = **\$15,000**



Sculpture Walk Maintenance and Considerations

- Artist stipend is intended for the use of artist work and to cover costs of transportation, installation and removal of artwork.
- The work will be welded to concrete pads for secure installation. The size will vary depending on location. Sculpture must be delivered with a steel mounting plate.
- Sculptures must be safe and able to withstand all weather conditions, extreme temperatures, and the interaction of the public.
- Sculptures remain the property of the artist and are 'on loan' for the duration of the exhibit.
- The Public Art Committee will develop a fundraising plan to sustain the program beyond year one.



Streetscape Project Budget

- Main Avenue Planter Beds - **\$39,500**
 - George Street Bump-out Beds and Planters **\$31,500**
 - Sculpture Walk **\$15,000**
- TOTAL PROJECT COSTS - **\$86,000**

Additional project priorities - Unique seating. Planter upgrade throughout downtown. New garbage cans. Distinctive street lighting.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Consider Community Service Grant Application.

ATTACHMENTS:

- 20181112143827205 (PDF)



City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP

Group Name:	Master Gardeners Locktender's House Native Plant Garden		
Grant Applicant Name:	Locktender's House Native Plant Garden Restoration	Email address:	csch5677@gmail.com
Physical Address:	Voyager Park Locktenders House and walkway to viewing pier		
Phone Number:	920-680-2347	Alt. Phone Number:	920-336-0030
Date:	November 11, 2018	Project Contact:	Claudia Schultz, MGW

INSTRUCTIONS

Goals should always be: **S**– Specific **M**– Measurable **A**– Achievable **R**– Realistic **T**– Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

1. **Goal/Objective.** Briefly describe each goal/objective and when the goal/objective should be met or accomplished.
2. **Measurement.** How will the goal/objective be achieved? What benefit will citizens of the city of De Pere gain through this project?
3. **Itemize all anticipated expenses.** Describe all materials that will need to be purchased for the project and how they will relate to the overall objective. Also provide cost estimates associated with the project, not to exceed \$600.00.

PROJECT OUTLINE

Description: We are asking for a grant for \$600 to purchase 171 native prairie plants, wholesale @ \$3.50 each from Stone Silo Prairie, a local De Pere garden nursery. In 2019 we will begin a three-year rehabilitation of the beautiful native plant garden that we started in 2015. In 2017 we successfully applied for a similar community grant. We had intended on finishing the project in 2018 with the rehabilitation and replanting of the new garden at the site of the sloping "Mulva Picnic Place" at the south end of the riverwalk. However over the summer, the US Army Corp of Engineers (US ACE) informed us that they need to complete major repair work on the entire length of rocky slope on the west side of the garden. They will remove the rock with heavy machinery, repair the slope, and replace the rock. As a result, we know there will be substantial disturbance to the full length of the garden that we planted in sections from 2015-2018. First of all, we want to sincerely thank the City of De Pere in offering to work with us to return the gardens to the full glory we finally experienced in 2018. We have a joint plan of action and in preparation of this pending upheaval, we recently dug up 500+ existing quality plants. The City has moved the plants for safekeeping until next spring.

Background: We are a group of 20 UWEX Master Gardener volunteers (MGV) who have worked for four years on a 300' X 10' strip of land surrounding the historic Locktender's House on the De Pere Riverwalk in Voyageur Park. We have purchased and/or hand grown and planted over 3000 native plants along the scenic pedestrian walkway leading to the Wildlife viewing pier on the Fox River. We have accumulated over 500 hours per year of community service on this project and we do it because we love it!

1ST GOAL/OBJECTIVE**Description:**

Our first goal in the spring of 2019 is safekeeping of the moved plants and the replanting of hundreds of new or transplanted plants. We will tend to the stored plants we dug out to assure they are able to be replanted and the city will bring the plants to the garden in early May.

We will rebuild the garden in three sections. The exact format will be known after we carefully evaluate the existing plant stock to see how many survive and re-emerge after the US ACE construction. In early summer 2019, we will plant the moved plants, the purchased plants, as well as hundreds of young or transplanted plants that our volunteers start from seed over the winter months or bring from their own local native gardens. The transplants and moved plants will be planted based on their size. Over the summer and early fall our MGVs will water, mulch and weed the transplants.

We are thankful to receive additional funding for the project from the Fox River Navigational System Authority and are applying for a grant from the local Master Gardener program as well.

2ND GOAL/OBJECTIVE**Description:**

Our second goal is to continue to provide outreach and signage along the garden informing the public of the names of the over 100 different species of plants growing there. The entire garden consists of 6000 feet of gorgeous, colorful NATIVE flowers blooming from early May to November. The public has shown much interest in our project and the MGVs hear many accolades whenever we are working there. People are eager to learn about the benefits of native plants and the fact that ONLY these local natives can provide both host and nectar plants to pollinators. Pollinators are responsible for 85% of the world's flowering plant and vegetables. More than 150 food crops in the US depend on pollinators. However, they are in serious decline due mainly to habitat loss, pesticides, and agricultural practices. We must do everything we can to increase pollinator populations, their food sources, and habitats.

3RD GOAL/OBJECTIVE**Description:**

Our third goal would be to start a small volunteer corps of garden-tenders to help keep the garden aesthetically pleasing. It is true that natives don't need a ton of attention but there are still weeds that are happy and eager to push themselves in. If these weeds are left to invade, they can certainly detract from the garden's future beauty. We think the garden-tenders will take pride in contributing to a highly visible and historically interesting part of our town.

MISCELLANEOUS INFORMATION

Deadlines: Grant application deadline is June 1 or December 1 of each year. The City Council will evaluate the proposals for selecting recipients at the 2nd Council meeting of the month of award.

All grant applications shall be submitted to the City Clerk's office on or before the grant deadline.

The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improves community infrastructure
4. Creativity of proposal
5. Enhances the aesthetic quality of the city
6. Contributes to city culture or an overall sense of community

Your signature below indicates that your application, if selected, will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the aforementioned project. No grant funds may be used for alcohol, drugs, any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature (Group Representative): Claudia Schultz Date: 11-11-18

Printed Name (Group Representative): Claudia Schultz



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Ordinance #18-29 Repealing and Recreating Section 30-2 De Pere Municipal Code Regarding Park Regulations.

The Board of Park Commissioners, at the October 18, 2018 meeting, approved changing ordinances to allow for beer gardens and moved to send it to Common Council for approval. The motion passed with a 4-1 vote, with Bill Volpano voting no.

While investigating the possibility of hosting/offering a Beer Garden at our parks, we determined the various steps to take so that a Beer Garden can occur legally. I have outlined the details of two ordinance changes we need to make so that we can legally offer Beer Gardens either by our staff or by contracted entity.

ATTACHMENTS:

- Ord18-29 (DOCX)
- 30-2 dpmc beer garden changes-redlined 2x 12-2018 (DOCX)
- Beer Garden Summary (DOCX)

ORDINANCE #18-29

REPEALING AND RECREATING SECTION 30-2 DE PERE MUNICIPAL CODE
REGARDING PARK REGULATIONS

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN
AS FOLLOWS:

Section 1: Section 30-2. – *Park Regulations.*, is hereby repealed and recreated as

follows:

Sec. 30-2. – Park Regulations.

(a) *Definitions.* In this Section, the following words or phrases shall have the meaning set forth below:

(1) “Alcohol beverage or beverages” means fermented malt beverages and intoxicating liquor all as provided for and defined in Chapter 125, Wisconsin Statutes.

(2) “Board” means the Board of Park Commissioners.

(3) “Director” means the Director of Parks, Recreation and Forestry.

(b) *Use of parks.* No person shall enter or use any public park of the city except as permitted under this chapter and under the rules and regulations of the Board.

(c) *Injury to plants.* No person shall pluck or cause injury to any flowers, plants, shrubs, grass or trees growing in any of the public parks except city employees in the performance of their official duties.

(d) *Care of birds and animals.* No person shall misuse or mistreat any bird or fowl or animal or injure or remove any nests of any bird or animal in the parks, parkways or boulevards of the city.

(e) *Dogs, cats and other animals.* Except as provided below, no owner or keeper of any dog, cat or other animal shall permit such animal to enter or remain in any park in the city whether the animal is leashed or unleashed.

(1) This section shall not apply to animals used by law enforcement agencies while performing law enforcement functions.

(2) The Board may make exceptions to this prohibition on a temporary or permanent basis. Should the Board make such exception, it shall be upon such terms and conditions as set by the Board. Signs shall be erected at accessible points at city parks where such animals may be permitted informing the general public of the same.

(3) The Director is hereby authorized to permit dogs to be used in any city park for the elimination of nuisance animals, provided the following minimum guidelines are met:

a. The dog(s) for which permission is sought is presented with proof of current vaccination status and such dog(s) is licensed in the city in accordance with Chapter 86 of this Code and Wis. Stats. § 174.07, and;

b. The dog is easily identifiable as being engaged in "nuisance animal elimination".

c. The dog(s) owner shall have voice command control over such dog(s).

d. The permission granted may be revoked by the director for any reason. The decision of the Director is final.

e. The Director may establish additional requirements not in conflict with this section.

(4) The Board may designate any city park or area within a city park as a dog park. Persons using such dog park shall do so upon such rules and regulations as are adopted by the Board, which shall be available to the public at the office of the Director and upon the city's official website.

(f) *Injury to property.* No person shall injure, deface, destroy, steal, take or carry away any of the equipment used in or upon any park of the city.

(g) *Disorderly conduct.* No persons shall appear in any park or in or on the Fox River in the state of nudity or in any indecent dress. No person shall make any indecent exposure of his or her person or be guilty of any indecent or obscene act, language, written or spoken, or other disorderly conduct. No person shall enter or be present in any park or in or on the Fox River while intoxicated.

(h) *Sale of Alcohol Beverages.*

(1) Pursuant to Wis. Stats. §125.06(6), fermented malt beverages may be sold by City officers or employees in any city park under such terms and conditions as authorized by the Board.

(2) Other than as provided above, alcohol beverages may be sold only pursuant to a private vendor permit granted under paragraph (j) of this section.

(i) *Carry-in of Alcohol Beverages.*

(1) Subject to restrictions adopted by the Board, beer/wine may be brought to and consumed in public parks.

(2) Notwithstanding the foregoing, no person shall bring or in any way carry-in any alcohol beverages onto the fairgrounds during the annual county fair.

(3) No person shall possess intoxicating liquor (excluding wine) in any park without first obtaining official permit therefor from the Director. This subsection shall not apply to the sale and possession of intoxicating liquor (excluding wine) vended pursuant to a private vendor permit issued under this section, provided the sale and possession of such intoxicating liquor takes place within the time and location parameters of the permit.

(4) The Director may order an individual or groups of individuals to discontinue consuming alcohol beverages in any public park and to remove such alcohol beverages from the public parks if the Director has reason to believe that the presence and consumption of beer/wine in the public park is detrimental to the purposes of the public park.

(j) *Private vendor permits.*

(1) *Intent and purpose.* It is hereby declared to be the policy of the City and the Board to enhance the use and enjoyment of City Park and recreational areas by allowing the private vending of goods and services within such areas along the terms and conditions of this policy. This policy shall not apply to:

- a. Goods or services offered for sale or provided by the city;
- b. Goods or services offered for sale by bona fide city service clubs or charitable organizations in conjunction with authorized use of city park locations.

(2) *Procedure.*

a. *Request for permit.* The Board may issue a request for proposals (“RFP”) for the vending of goods or services in city park(s). Additionally, any person wishing to vend goods or services in any city park shall submit an application for a vending permit to the Director on or before December 1 for the following year. All proposals shall identify:

- 1. Name of applicant;
- 2. Type of vending activity sought/product to be sold;
- 3. Location where vending sought;
- 4. Proposed hours of operation;
- 5. Mode of vending (cart, vending machine, movable structure, etc.). Note: except for Riverwalk Fishing and Viewing Piers, no food truck vendors shall be considered for a private vendor permit unless the proposal is in response to the RFP issued by the Board.

b. *Number of permits to be allowed.* No more than three private vending permits per day shall be granted by the Board for any city park.

c. *Selection process.* The Director shall review each application submitted and make recommendations to the Board on the applications. In the event more than one complete application, per vending activity, is received from qualified applicants, the Director will review the applications and make a recommendation regarding the preferred applicant to the Board. Nothing herein shall require the Board to grant or not grant any requested permit. The Board may reject any or all applications.

(3) *Regulations.* Unless otherwise expressly provided in a permit issued by the Board pursuant to an RFP issued by the Board, the following regulations shall apply to private vendor permits:

a. *Annual permit.* The fee for an annual permit shall be as defined in the permit which shall be paid to the city clerk-treasurer within ten days of notice of permit approval from the Board. Such permit shall be issued by the Director on or before February 28 of each year, or thereafter when applied for, and shall expire one year following its issuance. The permit shall specify the location authorized and the hours of operation allowed under the permit.

b. *Liability insurance.* To hold a valid permit, the vendor must have in force adequate liability insurance and must agree to indemnify, defend, and hold the city, its employees and agents harmless against all claims, liability, loss, damage, or expense incurred by the city as the result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the license is granted. As evidence of liability insurance, the applicant shall furnish a certificate of insurance, on a form acceptable to the city, evidencing the existence of commercial general liability insurance (including contractual liability) naming the City of De Pere, its employees and agents as additional

insureds, together with the appropriate endorsement therefore, with minimum limits of \$1,000,000.00 in the aggregate. The certificate of insurance shall provide 30 days' written notice to the city upon cancellation, or nonrenewal or material change in the policy. If food is to be vended, such insurance shall also include products liability insurance and comply with all requirements above.

c. *Alcohol.* There shall be no sale of alcoholic beverages.

d. *Revocation/suspension of permit.* Revocation or suspension of permit may be ordered by the Board upon cause after notice to the permittee and hearing before the Board. In lieu of revocation or suspension, the Board may place reasonable conditions or restrictions on the permit for the remainder of the vending year in order to effectuate the provisions of this chapter and ensure compliance by the permit holder. No condition imposed may be contrary to or inconsistent with any ordinance, regulation or statute regulating vending activities. If any permit holder fails or neglects to comply with the conditions or restrictions imposed by the Board, her/his permit may be suspended or revoked as provided above.

e. *Change of address.* A vendor to whom a vending permit has been issued under this subsection shall inform the Director, or his/her designee, of any change of address of the primary vendor named on the permit, in writing, if the address change occurs during the time period for which the vending license was issued.

f. *Maintenance of area.* Vendors must maintain their vending areas in a clean and hazard-free condition.

g. *Vendor only.* It is unlawful for any vendor licensed under section 9-13 to permit any other person to vend at the permitted site.

h. *Park amenities.* No vendor shall be permitted to use any of the amenities, such as benches, flower planters, trees, bus shelters, kiosks, light poles or any other utility poles for display of merchandise or to attach any ropes or other vending equipment to any of the aforementioned.

i. *Obstruction of fire hydrants.* No vending equipment shall be permitted within a ten-foot radius of a fire hydrant.

j. *Signage.* Vending equipment and displays, including signage, shall be directed away from the street. In addition, merchandise shall be displayed in a manner in which attention to it is not focused from the street and which does not require or encourage prospective buyers to enter or walk upon the street in order to examine it.

k. *Vendor on site.* Except for permits issued for vending machines or other self-serve outlets, a vendor shall be present within the vending site at all times during which items are displayed or sold.

l. *Removal of vending equipment.* All vending equipment, including carts, tables, apparatus and merchandise shall be removed from the streets, sidewalks, terrace area or other vending location during times when vending is prohibited.

m. *Compliance with laws.* All vendors shall comply with all other state, federal and local laws and permit requirements, including but not limited to health department permits, direct seller permits, Wisconsin seller's permit and the like.

n. *Enforcement.* The Director, or designee authorized in writing, shall have concurrent authority with the chief of police, or designee, to enforce the above restrictions on vending. They shall further have concurrent authority to remove or cause the removal of any vending equipment or merchandise found on the street, sidewalk, terrace or other vending location in violation of these regulations.

o. *Utility connections.* Permittee shall pay all costs associated with any electric supply needs.

(k) *Nuisances.* No person shall commit any nuisance upon any portion of any park.

(l) *Refuse.* No person shall pile, deposit or place any rubbish or scatter boxes or other refuse or debris in any park. Persons using the park shall deposit all refuse in the containers provided therefor.

(m) *Park closed; entry prohibited.*

(1) Except as provided herein, all parks within the city shall be closed to the public between the hours of 11:00 p.m. and 6:00 a.m. and no person shall enter or remain upon any park property during these hours. The hours the park is closed to the public also prohibits causing or allowing the docking of any watercraft upon any city-owned boat landing except as specifically permitted by [section 30-4](#).

(2) *Exceptions.*

a. Voyager Park shall be closed to the public between the hours of 11:00 p.m. and 4:00 a.m.

b. The hours of operation of the county fairgrounds shall be governed by [section 30-3\(5\)](#).

c. Dog parks shall be closed between the hours of sunset and 7:00 a.m.

d. The Director or designee authorized in writing, may, in writing and upon request, extend the hours of operation at the community center to 1:00 a.m.

(3) The Director or designee authorized in writing, may, in conjunction with the issuance of a permit under [section 30-6](#) of this chapter:

a. Approve a request by permittee to charge a fee for the parking of vehicles at the event provided that:

(i) The city receives 50 percent of the net parking revenue not to exceed \$2.00/vehicle;

(ii) The permittee provides the Director with a written parking plan and schematic for review and approval at least 30 days prior to the event.

b. Approve a request by a permittee hosting a multiple, consecutive day event, to remain in the park during closed hours, including overnight, for purposes of security. In granting such permission, the Director may impose conditions that are including, but not limited to, the following:

(i) Ingress and egress to area of overnight use shall be allowed at all times;

(ii) No campfires, open flame, lit-charcoal or other outside burning shall be allowed;

(iii) The area of overnight use shall be kept neat and orderly with covered trash receptacles provided and maintained by permittee;

(iv) No outside display or storage of laundry is permitted;

(v) No tents will be permitted;

(vi) All gray and black water shall be disposed of at a permitted facility.

(n) *Feeding of birds or fowl.*

(1) The feeding of birds or fowl in city parks as to create a public nuisance is hereby prohibited.

(2) If the health commissioner, or designee authorized in writing, determines that there exists upon any city park property a public health nuisance caused, in full or in part, by the feeding of birds or fowl, the health commissioner may report such finding to the Board.

(3) The Board may, upon receiving such report, cause such area affected to be posted with a notice that such feeding of birds or fowl is prohibited.

(4) Any person violating such posted notice may be proceeded against under [chapter 78](#) of this Code prohibiting public nuisances.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 10/18/18

Publication Date: _____

Effective Date: _____

Sec. 30-2. - Park regulations.

(a) *Definitions.* In this Section, the following words or phrases shall have the meaning set forth below:

(1) Alcohol beverage or beverages means fermented malt beverages and intoxicating liquor all as provided for and defined in Chapter 125, Wisconsin Statutes.

(2) "Board" means the Board of Park Commissioners.

(3) "Director" means the Director of Parks, Recreation and Forestry.

(ab) *Use of parks.* No person shall enter or use any public park of the city except as permitted under this chapter and under the rules and regulations of the Board.

~~(1) No person shall enter or use any public park of the city except as permitted under this chapter and under the rules and regulations of the board of park commissioners.~~

(bc) *Injury to plants.* No person shall pluck or cause injury to any flowers, plants, shrubs, grass or trees growing in any of the public parks except city employees of the board of park commissioners in the performance of their official duties.

(ed) *Care of birds and animals.* No person shall misuse or mistreat any bird or fowl or animal or injure or remove any nests of any bird or animal in the parks, parkways or boulevards of the city.

(de) *Dogs, cats and other animals.* Except as provided below, no owner or keeper of any dog, cat or other animal shall permit such animal to enter or remain in any park in the city whether the animal is leashed or unleashed.

(1) This section shall not apply to animals used by law enforcement agencies while performing law enforcement functions.

(2) The ~~bB~~Board of park commissioners may make exceptions to this prohibition on a temporary or permanent basis. Should the ~~bB~~Board of park commissioners make such exception, it shall be upon such terms and conditions as set by the ~~bB~~Board of park commissioners. Signs shall be erected at accessible points at city parks where such animals may be permitted informing the general public of the same.

(3) The ~~dD~~Director of parks, recreation and forestry (director) is hereby authorized to permit dogs to be used in any city park for the elimination of nuisance animals, provided the following minimum guidelines are met:

a. The dog(s) for which permission is sought is presented with proof of current vaccination status and such dog(s) is licensed in the city in accordance with Chapter 86 of this Code and Wis. Stats. § 174.07, and;

b. The dog is easily identifiable as being engaged in "nuisance animal elimination".

c. The dog(s) owner shall have voice command control over such dog(s).

d. The permission granted may be revoked by the director for any reason. The decision of the ~~dD~~Director is final.

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e. The ~~d~~Director may establish additional requirements not in conflict with this section.

(4) The ~~b~~Board of ~~park commissioners~~ may designate any city park or area within a city park as a ~~dog~~ park. Persons using such dog park shall do so upon such rules and regulations as are adopted by the ~~b~~Board of ~~park commissioners~~, which shall be available to the public at the office of the ~~d~~Director of ~~of parks, recreation and forestry~~ and upon the city's official website.

(~~e~~) *Injury to property.* No person shall injure, deface, destroy, steal, take or carry away any of the equipment used in or upon any park of the city.

(~~f~~) *Disorderly conduct.* No persons shall appear in any park or in or on the Fox River in the state of nudity or in any indecent dress. No person shall make any indecent exposure of his or her person or be guilty of any indecent or obscene act, language, written or spoken, or other disorderly conduct. No person shall enter or be present in any park or in or on the Fox River while intoxicated.

(~~g~~) *Beer/wine/Sale of Alcohol Beverages.*

(1) Pursuant to Wis. Stats. §125.06(6), fermented malt beverages may be sold by City officers or employees in any city park under such terms and conditions as authorized by the Board.

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(2) Other than as provided above, alcohol beverages may be sold only pursuant to a private vendor permit granted under paragraph (j) of this section.

(i) *Carry-in of Alcohol Beverages.*

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(1) Subject to restrictions adopted by the Board, ~~B~~beer/wine may be brought to and consumed in public parks, ~~but the board of park commissioners may restrict parks and areas of parks and set forth times when beer/wine cannot be brought to and consumed in the public parks.~~

(2) Notwithstanding the foregoing, subsections (g) and (h) of this section, no person shall bring or in any way carry-in any alcohol beverages fermented malt beverage or intoxicating liquor, as defined by the state statutes, onto the fairgrounds during the annual county fair.

(3) No person shall possess intoxicating liquor (excluding wine) in any park without first obtaining official permit therefor from the Director. This subsection shall not apply to the sale and possession of intoxicating liquor (excluding wine) vended pursuant to a private vendor permit issued under this section, provided the sale and possession of such intoxicating liquor takes place within the time and location parameters of the permit.

(4) The ~~d~~Director of ~~parks and recreation~~ may order an individual or groups of individuals to discontinue consuming alcohol beverages beer/wine in ~~the public~~any public park and to remove such alcohol beverages ~~beer/wine~~ from the public parks ~~if the Director he or she has good has~~ reason to believe that the presence and consumption of beer/wine in the public park is detrimental to the purposes of the public park.

(~~h~~) *Liquor.* No person shall have in his or her possession any intoxicating liquor in any park without first obtaining official permit from the director of parks and recreation.

(~~i~~) *Private vendor permits.*

(1) *Intent and purpose.* It is hereby declared to be the policy of the City of De Pere and ~~its the~~ ~~b~~Board of ~~park commissioners~~ ("~~board~~") to enhance the use and enjoyment of ~~city park~~City Park

and recreational areas by allowing the private vending of goods and services within such areas along the terms and conditions of this policy. This policy shall not apply to:

- a. Goods or services offered for sale or provided by the city;
- b. Goods or services offered for sale by bona fide city service clubs or charitable organizations in conjunction with authorized use of city park locations.

(2) *Procedure.*

a. *Request for permit.* The Board may issue a request for proposals ("RFP") for the vending of goods or services in city park(s). Additionally, Any person wishing to vend goods or services in any city park shall submit an application for a vending permit to the dDirector of park, recreation and forestry ("director") on or before December 1 for the following year, except for permit applications to vend in 2018, which applications shall be due on or before January 31, 2018. Such proposal All proposals shall identify:

1. Name of applicant;
2. Type of vending activity sought/product to be sold;
3. Location where vending sought;
4. Proposed hours of operation;
5. Mode of vending (cart, vending machine, movable structure, etc.). Note: except for Riverwalk Fishing and Viewing Piers, no food truck vendors shall be considered for a private vendor permit unless the proposal is in response to the RFP issued by the Board.

b. *Number of permits to be allowed.* No more than three private vending permits per day shall be granted by the bBoard for any city park.

c. *Selection process.* The dDirector shall review each application submitted and make recommendations to the bBoard on the applications. In the event more than one complete application, per vending activity, is received from qualified applicants, the dDirector will review the applications and make a recommendation regarding the preferred applicant to the bBoard. Nothing herein shall require the bBoard to grant or not grant any requested permit. The bBoard may reject any or all applications.

(3) *Regulations.* Unless otherwise expressly provided in a permit issued by the Board pursuant to an RFP issued by the Board, the following regulations shall apply to private vendor permits:

a. *Annual permit.* The fee for an annual permit shall be as defined in the permit set by resolution of the common council which shall be paid to the city clerk-treasurer within ten days of notice of permit approval from the bBoard. Such permit shall be issued by the dDirector on or before February 28 of each year, or thereafter when applied for, and shall expire one year following its issuance. The permit shall specify the location authorized and the hours of operation allowed under the permit.

b. *Liability insurance.* To hold a valid permit, the vendor must have in force adequate liability insurance and must agree to indemnify, defend, and hold the city, its employees and agents harmless against all claims, liability, loss, damage, or expense incurred by the city as the result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the license is granted. As evidence of liability insurance, the applicant shall furnish a certificate of insurance, on a form acceptable to the

city, evidencing the existence of commercial general liability insurance (including contractual liability) naming the City of De Pere, its employees and agents as additional insureds, together with the appropriate endorsement therefore, with minimum limits of \$1,000,000.00 in the aggregate. The certificate of insurance shall provide 30 days' written notice to the city upon cancellation, or nonrenewal or material change in the policy. If food is to be vended, such insurance shall also include products liability insurance and comply with all requirements above.

c. *Alcohol.* There shall be no sale of alcoholic beverages.

d. *Revocation/suspension of permit.* Revocation or suspension of permit may be ordered by the ~~Board~~ upon cause after notice to the permittee and hearing before the ~~Board~~. In lieu of revocation or suspension, the ~~Board~~ may place reasonable conditions or restrictions on the permit for the remainder of the vending year in order to effectuate the provisions of this chapter and ensure compliance by the permit holder. No condition imposed may be contrary to or inconsistent with any ordinance, regulation or statute regulating vending activities. If any permit holder fails or neglects to comply with the conditions or restrictions imposed by the ~~Board~~, her/his permit may be suspended or revoked as provided above.

e. *Change of address.* A vendor to whom a vending permit has been issued under this subsection shall inform the ~~Director~~, or his/her designee of any change of address of the primary vendor named on the permit, in writing, if the address change occurs during the time period for which the vending license was issued.

f. *Maintenance of area.* Vendors must maintain their vending areas in a clean and hazard-free condition.

g. *Vendor only.* It is unlawful for any vendor licensed under section 9-13 to permit any other person to vend at the permitted site.

h. *Park amenities.* No vendor shall be permitted to use any of the amenities, such as benches, flower planters, trees, bus shelters, kiosks, light poles or any other utility poles for display of merchandise or to attach any ropes or other vending equipment to any of the aforementioned.

i. *Obstruction of fire hydrants.* No vending equipment shall be permitted within a ten-foot radius of a fire hydrant.

j. *Signage.* Vending equipment and displays, including signage, shall be directed away from the street. In addition, merchandise shall be displayed in a manner in which attention to it is not focused from the street and which does not require or encourage prospective buyers to enter or walk upon the street in order to examine it.

k. *Vendor on site.* Except for permits issued for vending machines or other self-serve outlets, a vendor shall be present within the vending site at all times during which items are displayed or sold.

l. *Removal of vending equipment.* All vending equipment, including carts, tables, apparatus and merchandise shall be removed from the streets, sidewalks, terrace area or other vending location during times when vending is prohibited.

m. *Compliance with laws.* All vendors shall comply with all other state, federal and local laws and permit requirements, including but not limited to health department permits, direct seller permits, Wisconsin seller's permit and the like.

n. *Enforcement.* The ~~d~~Director, or designee authorized in writing, shall have concurrent authority with the chief of police, or designee, to enforce the above restrictions on vending. They shall further have concurrent authority to remove or cause the removal of any vending equipment or merchandise found on the street, sidewalk, terrace or other vending location in violation of these regulations.

o. *Utility connections.* Permittee shall pay all costs associated with any electric supply needs.

(~~j~~k) *Nuisances.* No person shall commit any nuisance upon any portion of any park.

(~~k~~l) *Refuse.* No person shall pile, deposit or place any rubbish or scatter boxes or other refuse or debris in any park. Persons using the park shall deposit all refuse in the containers provided therefor.

(~~l~~m) *Park closed; entry prohibited.*

(1) Except as provided herein, all parks within the city shall be closed to the public between the hours of 11:00 p.m. and 6:00 a.m. and no person shall enter or remain upon any park property during these hours. The hours the park is closed to the public also prohibits causing or allowing the docking of any watercraft upon any city-owned boat landing except as specifically permitted by [section 30-4](#).

(2) *Exceptions.*

a. Voyager Park shall be closed to the public between the hours of 11:00 p.m. and 4:00 a.m.

b. The hours of operation of the county fairgrounds shall be governed by [section 30-3\(5\)](#).

c. Dog parks shall be closed between the hours of sunset and 7:00 a.m.

d. The ~~d~~Director ~~of parks, recreation and forestry~~, or designee authorized in writing, may, in writing and upon request, extend the hours of operation at the community center to 1:00 a.m.

(3) The ~~d~~Director ~~of parks, recreation and forestry~~, or designee authorized in writing ("~~director~~"), may, in conjunction with the issuance of a permit under [section 30-6](#) of this chapter:

a. Approve a request by permittee to charge a fee for the parking of vehicles at the event provided that:

(i) The city receives 50 percent of the net parking revenue not to exceed \$2.00/vehicle;

(ii) The permittee provides the ~~d~~Director with a written parking plan and schematic for review and approval at least 30 days prior to the event.

b. Approve a request by a permittee hosting a multiple, consecutive day event, to remain in the park during closed hours, including overnight, for purposes of security. In granting such permission, the ~~d~~Director may impose conditions that are including, but not limited to, the following:

(i) Ingress and egress to area of overnight use shall be allowed at all times;

(ii) No campfires, open flame, lit-charcoal or other outside burning shall be allowed;

(iii) The area of overnight use shall be kept neat and orderly with covered trash receptacles provided and maintained by permittee;

(iv) No outside display or storage of laundry is permitted;

(v) No tents will be permitted;

(vi) All gray and black water shall be disposed of at a permitted facility.

~~(m) Carry in beer and liquor at fairgrounds prohibited during fair. Notwithstanding subsections (g) and (h) of this section, no person shall bring or in any way carry in any fermented malt beverage or intoxicating liquor, as defined by the state statutes, onto the fairgrounds during the annual county fair.~~

(n) *Feeding of birds or fowl.*

(1) The feeding of birds or fowl in city parks as to create a public nuisance is hereby prohibited.

(2) If the health commissioner, or ~~his or her~~ designee authorized in writing, determines that there exists upon any city park property a public health nuisance caused, in full or in part, by the feeding of birds or fowl, the health commissioner may report such finding to the ~~b~~Board ~~of park commissioners~~.

(3) The ~~b~~Board ~~of park commissioners may~~ may, upon receiving such report, cause such area affected to be posted with a notice that such feeding of birds or fowl is prohibited.

(4) Any person violating such posted notice may be proceeded against under chapter 78 of this Code prohibiting public nuisances.

Beer Garden Summary

The following information includes the various steps we need to pursue in offering and/or hosting a Beer Garden in De Pere.

Beer Garden ran by the City of De Pere

- City will need to pass ordinance allowing City employees to sell beer.
- City does not need a permit to sell beer.
- There is currently a process in place to allow for Food Trucks in our parks.
- Recommended the City requires whoever is selling beer has a “bartenders license”, and offer to pay for license.

Beer Garden ran by a contracted service

- Would need to change ordinance to allow for selling of beer by a private vendor. Currently, we do not allow a private service to sell beer in the parks.
- Contracted service would need to obtain beer permit.
- Nothing needs to be done to allow Food Trucks into the event. Food Trucks would need to follow the vendor permit process we have in place.
- Recommended to go out for Request for Proposals to vendors/contractors for running of the Beer Garden.

Beer Garden ran by not for profit group

- They would be treated similar to a contracted service.
 - o Need to change ordinance to allow for selling of beer in our parks. (While a not for profit would be able to accomplish selling beer through a picnic license and special event process, there are limitations with this process.)
 - o Not for Profit would need to obtain beer license.
 - o If we would pursue this route, it would be recommended to discuss the concept with our various not for profits and see who is interested. If more than one is interested, we would need to obtain proposals from them.

Staff Recommendation:

Pass ordinance allowing for City staff to sell beer. Pass ordinance allowing the private selling of beer within our parks under the umbrella of a Beer Garden special event type activity.

Next Steps:

Staff is investigating budgets/costs of running a Beer Garden. Staff would likely bring a proposal to the Park Board in November to implement a pilot program for 2019 which would be ran/led by City Staff.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schlein

SUBJECT: Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209 and WD-D0210). (Refer to public hearing).

On November 26, 2018, Plan Commission recommended approval of the right-of-way discontinuance/vacation, with conditions, by a vote of 6-0.

There was an adjacent property owner that expressed concern about existing traffic on Grant Street, particularly at 7:30a and 4:00p-6:00p during school and work days.

There also was an adjacent resident in attendance at the Plan Commission meeting that did not support the proposal because of the economic impact and loss of future access to his property, related to a proposed street discontinuance/vacation for Renkens Court. The resident followed up with staff after the meeting, noting that a formal objection would be submitted through the City Clerk-Treasurer as required by State Statutes; however, the property owner would be interested in agreeing with the proposal if the petitioner agreed to acquire a piece of the right-of-way that would attach to his property.

ATTACHMENTS:

- Reso18-126 (DOCX)
- Exhibit A -Renkens Court Vacation Legal Description (DOCX)
- Exhibit B-Renkens Court Vacation (PDF)
- Mayor-CC Renkens Court Vacation (PDF)
- ROW Vacation - Renkens CT - Plan Commission Report (DOCX)
- Application Form (PDF)
- Map of Subject Area (PDF)

RESOLUTION #18-126

REGARDING THE VACATION OF A PUBLIC THOROUGHFARE
(Renkens Court Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209 and WD-D0210)

WHEREAS, the Common Council of the City of De Pere has initiated the vacation and discontinuance of a public thoroughfare in accordance with the requirements of Wis. Stats.

§66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of such rights-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on _____, 2019 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Renkens Court, located north from Grant Street between Lawrence Drive and Ninth Street, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described on Exhibit A, attached hereto and incorporated by reference herein, be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All utility easements are retained. Said public right-of-way to be vacated is shown on the scale map attached hereto and incorporated by reference herein as Exhibit B.

Section 2. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the legal description and map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this Resolution.

Resolution #18-126

Page 2 of 2

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 18th day of December, 2018.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-126 (7674 : Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court).)

Exhibit A

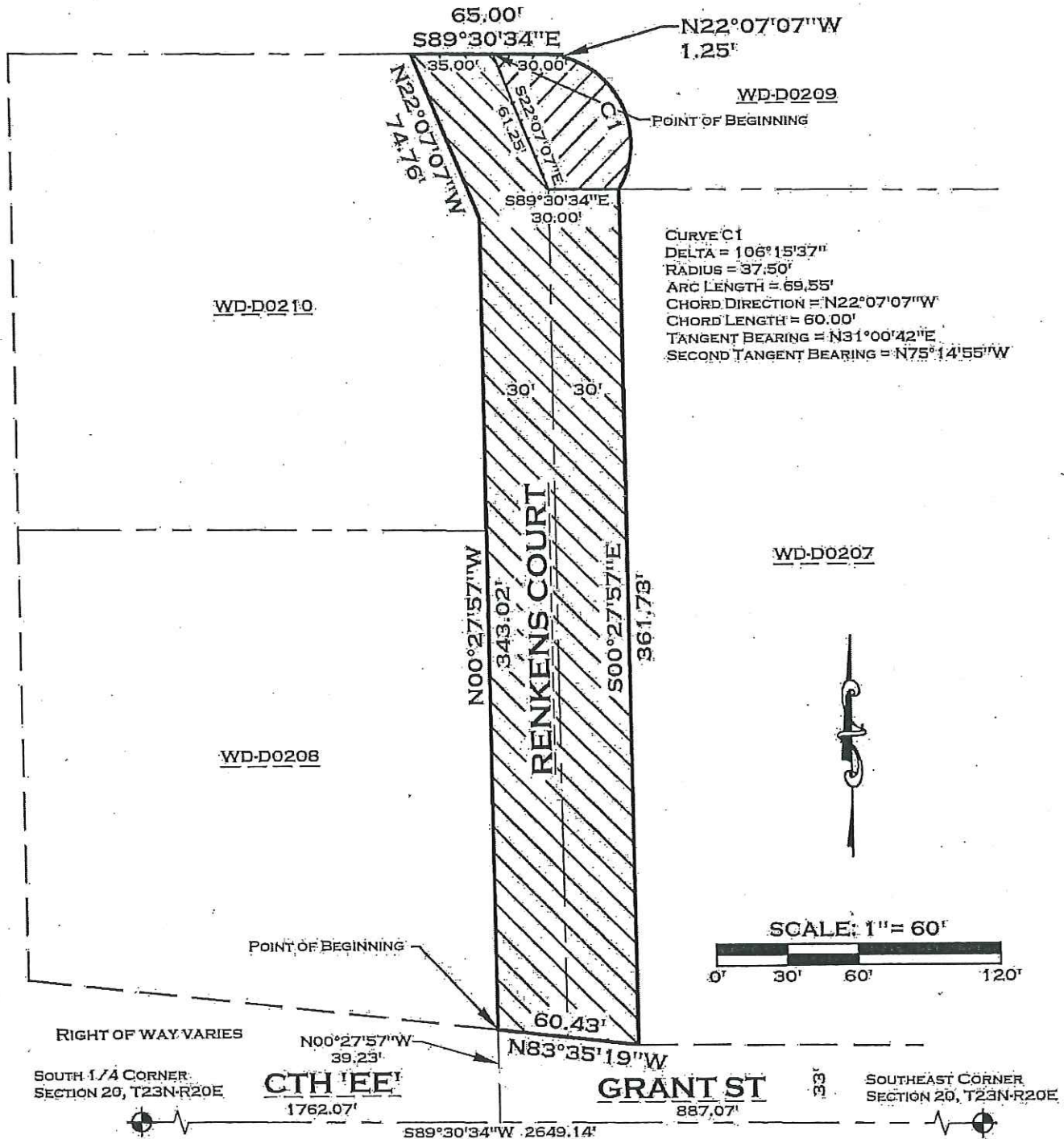
LEGAL DESCRIPTION

All of Renkens Court lying northerly of County Trunk Highway 'EE', located in part of Lot 124 of Assessor's Subdivision of Lands in the City of Nicolet (now the City of De Pere), being part of Government Lot 4, Section 20, T23N, R20E, City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 20; thence S89°30'34"W, 887.07 feet on the south line of said Government Lot 4 to the southerly extension of the westerly right of way of Renkens Court; thence N00°27'57"W, 39.23 feet on said southerly extension to the northerly right of way of County Trunk Highway 'EE', the **POINT OF BEGINNING**; thence continuing N00°27'57"W, 343.02 feet on said westerly right of way; thence N22°07'07"W, 74.76 feet on said westerly right of way to the northerly right of way of Renkens Court; thence S89°30'34"E, 65.00 feet to the easterly right of way of Renkens Court; thence S22°07'07"E, 1.25 feet on said easterly right of way; thence 69.55 feet on the arc of a 37.50 foot radius curve to the right, having a long chord which bears S22°07'07"E, 60.00 feet on said easterly right of way; thence thence S00°27'57"E, 361.73 feet on said easterly right of way to the northerly right of County Trunk Highway 'EE'; thence N83°35'19"W, 60.43 feet on said northerly right of way to the Point of Beginning.

Said parcel contains 25,851 Square Feet (0.593 Acres) of land more or less.

EXHIBIT B



ROBERT E. LEE & ASSOCIATES, INC.

ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
 1250 CENTENNIAL CENTRE BOULEVARD
 HOBART, WI 54155
 INTERNET: WWW.RELEINC.COM
 PHONE: (920) 662-9641
 FAX: (920) 662-9141

R:\0400\0404\0404438\DWG\RENKENS COURT.SKETCH.DWG

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Common Council *JSL*
 From: Judith Schmidt-Lehman, City Attorney
 RE: Resolution #18-126
 Vacating a Public Thoroughfare – Renkens Court
 Date: December 18, 2018 (Meeting Date)

The statutory process for the City to initiate a public way vacation is a bit out of the ordinary. Since the City Council does not vacate a public way often, I thought I would send along this memo to explain the process.

Under Wis. Stats. §66.1003, the City may initiate vacating a public way. This is done by the Council introducing the vacation resolution at a Council meeting. The matter is then set for public hearing, with the same resolution coming back before the Council for action at that public hearing.

Therefore, the action to be taken at the December 18, 2018 meeting as to the above Resolution is merely to refer the Resolution forward for a public hearing. It will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon.

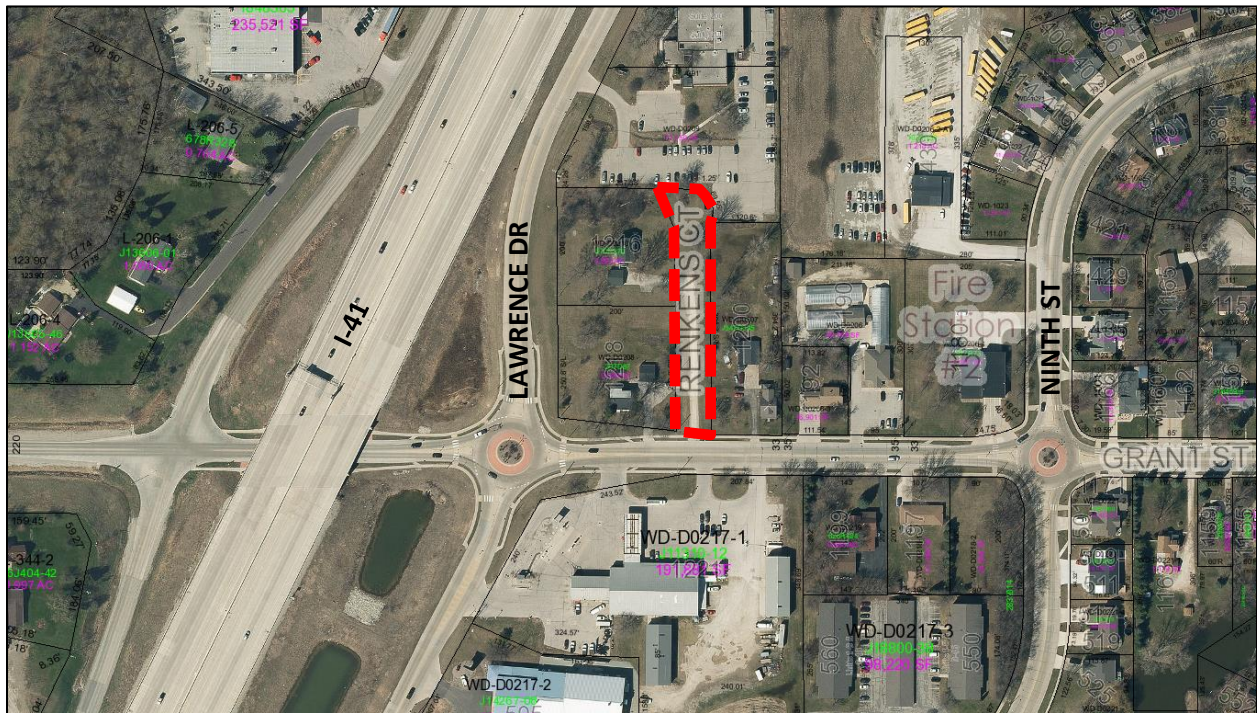
If you have any questions regarding this process, please let me know.

JSL

J:\Law\Memos\2018\Mayor-CC Renkens Court Vacation12-18-18.docx

- ITEM 6:** Review and recommendation for a Proposed Right-Of-Way Vacation of all of Renkens Court (Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209, WD-D0210). Submitted by Michael F. Dura, RA, Riverview Architecture and Krist Oil CO.*

PROPOSED RIGHT-OF-WAY VACATION



- REQUESTED ACTION:** Public Right-Of-Way Vacation Approval.
Right-Of-Way Vacation for all of Renkens Court.
- COMMON DESCRIPTION:** Renkens Court, located north from Grant Street and between Lawrence Drive & Ninth Street.
- PARCEL NUMBER(S):** Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209, WD-D0210
- EXISTING ZONING:** None as the area is existing Right-Of-Way.
- PROPOSED ZONING:** If the vacation is approved by Common Council, the vacated right-of-way will take on the Highway 41 Business Corridor: District B of adjacent Parcels WD-D0209 and WD-D0210.
- SURROUNDING LAND USES:** Business to the north and south.
Residential to the east.
I-41 corridor to the west.
- COMPREHENSIVE PLAN:** Commercial.

APPLICANT/OWNER NAME: Michael F. Dura, RA Owner of right-of-way:
Riverview Architecture
and Krist Oil Co. City of De Pere
303 Seldon Road
Iron River, MI 49935

SITE HISTORY: After a review of air photographs, the subject area was originally agricultural. The drive lane that is presently within the Renkens Court right-of-way was put in place in the 1940's-50's.

The land that was originally dedicated to make the Renkens Court right-of-way came from current Parcels WD-D0209 and WD-D0210. Because of this, the land will be attached back to the two referenced parcels if a vacation occurs.

On November 26, 2018 the Plan Commission will review a conditional use permit, a right-of-way vacation, and a site plan for the area.

STAFF REVIEW: When reviewing a right-of-way vacation/discontinuance, staff utilizes the vacation process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is determining if such a vacation/discontinuance is necessary, and if so, recommending to the Common Council that the right-of-way be vacated/discontinued. The following are factors for consideration:

- At present, the right-of way is adjacent to 4 parcels of land, of which two parcels to the west, utilize the right-of-way for access via a driveway, not a fully improved public street.
- Both properties to the west are proposed to be purchased for the construction of a gas station and convenience store. The proposed development does not utilize Renkens Court for access.
- The two adjacent parcels are proposed for redevelopment total less than 2 acres. The right of way vacation would increase the redevelopment area to over 2 acres, which meets the minimum lot size for the HWY B Zoning District if the parcels are combined with vacated right-of-way.
- The street vacation has been reviewed by both Development Services and Engineering staff.
- If the right-of-way is vacated, the utility easement must remain due to existing underground utilities. No structures are allowed within the easement.
- The right of way is to be vacated in an 'as is' condition. If the right-of-way is vacated and access to the easement is required, any loss of

pavement or landscaping must be replaced by the developer as general replacement landscaping (grass/gravel) is put back into place.

- If the right-of-way is vacated the land will legally be attached to Parcels WD-D0209 and WD-D0210 to create lots similar to the following:



Typically, when a right-of-way is vacated, the land is divided in half and attached to each adjacent property owner. However; when all of the land was originally dedicated by an owner on one side of the right-of-way to create the street, all of the right-of-way then is attached back to the original land that dedicated the right-of-way. That is what happens with Renkens Court – the right-of-way is attached only to the two properties that dedicated the land, rather than to four adjacent properties.

All property owners within 300 feet of the subject area have been notified of the right-of-way vacation petition. As of November 20, 2018 staff only heard from Stuart Frankenthal of Jass Realty Company LLC, owner of adjacent Parcel WD-D0209, who does not support the proposed vacation, for the following reasons:

1. Economic impact to property (additional land attachment)
2. Loss of future access to property from Renkens Court

If an adjacent property owner objects to a proposed vacation, then the need for a simple majority vote of approval from the Common Council

changes to the need for a 2/3 vote (6 out of 8 Council members must vote in favor, not just 2/3 of Council members in attendance when voting).

Any property owner comments received after November 20, 2018 will be provided to the Plan Commission at the meeting on November 26, 2018.

REVIEW PROCESS:

The Common Council will review the Plan Commission recommendation twice, first as a resolution on December 18, 2018 and then with a public hearing and resolution potentially on February 5, 2019.

Although not required by State Statutes, property owners within 300 feet were notified of all proposed meetings, and will again be notified of the February 5, 2019 public hearing.

This right of way review is linked to a number of other reviews necessary for the request to develop a Krist Oil Gas Station and Convenience Store at the northeast corner of Grant and Lawrence. Other concurrent reviews include:

- 1) Site Plan – Plan Commission review November 2018.
- 2) Conditional Use Permit – Plan Commission review November 2018. Council Review anticipated December 2018.

STAFF RECOMMENDATION:

Staff recommends APPROVAL and forwarding the right-of-way vacation to the Common Council for final approval with the following conditions:

1. All existing easements remain in place.
2. Subject to Common Council approval of a related conditional use permit and site plan for lands located west from the right-of-way.

LEGAL DESCRIPTION

All of Renkens Court: A complete formal legal description will be completed if Plan Commission recommends approval of right-of-way vacation to Common Council.

CITY OF DE PERE
RECEIVED

OCT 18 2018

PLANNING DEPT.

	CITY OF DE PERE APPLICATION FOR ROW VACATION	Fee: \$ 305.00
		Receipt #: 137225
		Date: 10-18-18

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Krist Oil Company	Authorized Representative Michael F Dura, RA	Title Owners Agent	
Mailing Address 303 Seldon Road	City Iron River	State MI	ZIP Code 49935
Email Address mfdarch@centurytel.net	Phone Number (incl. area code) 715-732-9685	Fax Number (incl. area code)	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) See conditional use application	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Right of Way Requested to be Vacated

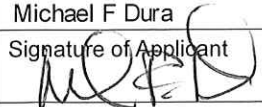
Name of ROW:	Renkens Court
Legal Description to be Vacated: (Please attach map)	See site plan

SECTION 4: Reason of Vacation

Reason for Requesting Vacation of ROW:	Renkens Court is only used to access the residence at 1216 Renkens Court. That residence will be removed as part of the proposed project.
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SECTION 5: Certification and Permission

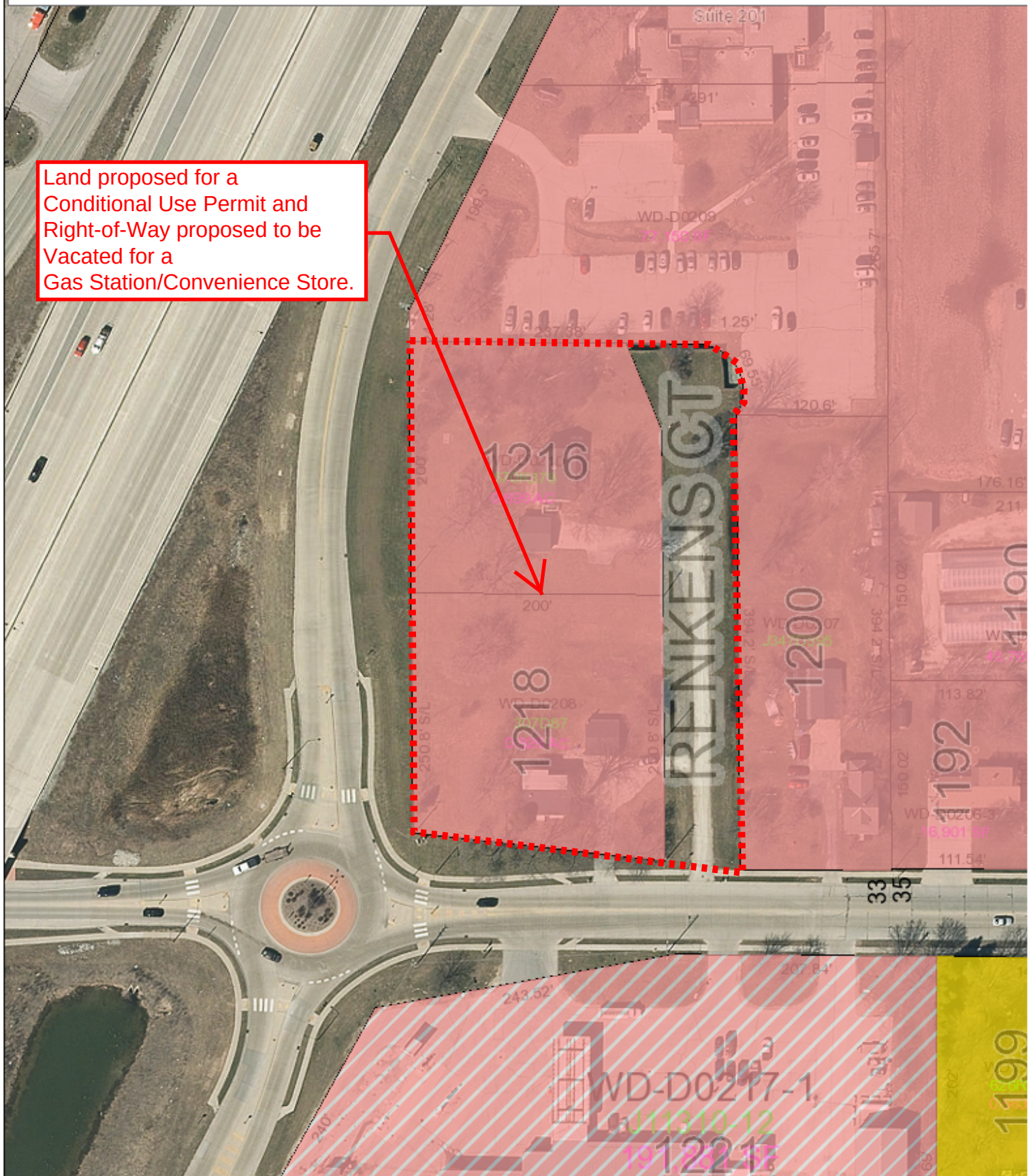
Certification: I hereby certify that I am the owner or authorized representative for this Application. I certify that the information contained in this form and attachments is true and accurate.

Name of Owner/Authorized Representative (please print) Michael F Dura	Title Owners agent	Phone Number 715-732-9685
Signature of Applicant 		Date Signed October 5, 2018

Attachment: Application Form (7674 : Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court).)

Proposed Conditional Use Permit and ROW Vacation

Land proposed for a
Conditional Use Permit and
Right-of-Way proposed to be
Vacated for a
Gas Station/Convenience Store.



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.

Map of De Pere, WI Provided By The De Pere Planning/GIS Department



11/13/2018

Packet Pg. 142

Attachment: Map of Subject Area (7674 : Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court).)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-127 Authorizing Agreement Between the City of De Pere and Irwin School Development, LLC for the Redevelopment of the Former Irwin School Property (428 North Superior Street; Parcel ED-477).

At their meeting on September 11, 2018, the Finance and Personnel Committee, by a vote of 5-0, recommended approval of Development Agreement terms with Milwaukee View, LLC for the redevelopment of 428 N. Superior Street. Those terms have been refined and translated into the attached Developers Agreement. Here is a summary of some of proposed revisions to the terms reviewed by Finance and Personnel:

- 1) Guaranteed total assessed value of the project remains the same at \$5,074,200 but is proposed to be delivered in different amounts, specifically \$1,782,000 as of January 1, 2020 and the remainder as of January 2, 2021.
- 2) City assembly of the site to occur in early 2019 instead of 2018. The creation of the TID has already been shifted to 2019. Shifting the acquisition date also resulted in a change in the purchase price from \$410,000 to \$420,000. This increases the total incentive from \$1,500,000 to \$1,510,000.
- 3) Construction previously required to begin by June of 2019. The Developer Agreement requires that construction begin within 120 days of Plan Commission approval of the PIP and construction plans.

ATTACHMENTS:

- Reso18-127 (DOCX)
- Exhibit A Irwin School Redevelopment Agreement (CHANGES ACCEPTED FOR CC AGENDA) (DOCX)
- Exhibit 1 - Irwin School (PDF)
- Exhibit 2 - Irwin School (PDF)
- Exhibit 3-Irwin School (PDF)
- Irwin School Terms FP 9-11-18 (DOCX)
- MKEView Introduction 9.18.2016 (PDF)
- TID 14 Proforma for FP 8-2018 (PDF)

RESOLUTION #18-127
AUTHORIZING AGREEMENT BETWEEN IRWIN SCHOOL
DEVELOPMENT, LLC AND THE CITY OF DE PERE FOR THE
REDEVELOPMENT OF THE FORMER IRWIN SCHOOL PROPERTY
(428 North Superior Street; Parcel ED-477)

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created, effective as of January 1, 2019, Tax Increment District No. 14 (“District” or “TID #14”), as and for the benefit of Parcel ED-477, finding, among other things, that not less than 50% of the area included in TID #14 is in need of rehabilitation work under Wis. Stats. §66.1137; and

WHEREAS, the state and federally listed historic former Irwin School Building, located at 428 North Superior Street, which was constructed in 1924 and renovated into offices in the 1980s, has been vacant for over 10 years, and despite interest from developers in this site, the age, obsolescence at high renovation costs have deterred redevelopment of the site; and

WHEREAS, Wis. Stats. §66.1337 empowers cities to assist redevelopment projects by lending or contributing funds and performing other actions of character which the City is authorized to perform for other purposes; and

WHEREAS, Wis. Stats. §66.1105(2)(f) provides for allowable project costs, such as site assembly costs and cash incentives to developers within tax incremental districts when made pursuant to a signed development agreement; and

WHEREAS, Developer’s intended redevelopment of the historic former Irwin School Building into eight (8) condominium units within the existing school building and twelve (12) new townhomes, together with parking facilities and other amenities is consistent with the Project Plan for TID #14 and will be beneficial to the City; and

WHEREAS, Developer’s ability to redevelop this site is contingent upon City’s commitment to assemble the site and to otherwise reimburse significant associated site development expenses

Resolution #18-127

Page 2 of 2

upon the terms set forth in the attached Agreement Regarding the Redevelopment of the Former Irwin School Property; and

WHEREAS, City desires to provide such financial assistance and to promote this development project; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement Between Irwin School Development LLC and the City of De Pere for the Redevelopment of the Former Irwin School Property (428 North Superior Street; Parcel ED-477), attached hereto and incorporated herein as Exhibit A, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-127 (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)

**AGREEMENT BETWEEN IRWIN SCHOOL DEVELOPMENT, LLC
AND THE CITY OF DE PERE FOR THE
REDEVELOPMENT OF THE FORMER IRWIN SCHOOL PROPERTY
(428 N. Superior Street; Parcel ED-477)**

THIS AGREEMENT (“Agreement”), is made and entered into this _____ day of _____, 2018, by and between Irwin School Development, LLC (“Developer”) and the City of De Pere, a Wisconsin Municipal Corporation (“City”)(Developer and City are collectively referred to as the “Parties”).

RECITATIONS

WHEREAS, Wis. Stats. §66.1105, provides the authority and establishes procedures by which the City may undertake redevelopment projects within the City and assist developers in financing such projects through the use of tax incremental financing; and

WHEREAS, the state and federally listed historic former Irwin School building, located at 428 N. Superior Street, De Pere, which was constructed in 1924 and renovated into offices in the 1980s, has been vacant for over ten (10) years; and

WHEREAS, despite interest from developers in this site, age, obsolescence and high renovation costs have deterred redevelopment of the site; and

WHEREAS, the City has created, effective as of January 1, 2019, “Tax Incremental District No. 14, City of De Pere” (TID #14) as and for the benefit of Parcel ED-477, finding, among other things, that not less than 50% of the area included in the TID #14 District was in need of rehabilitation work under Wis. Stats §66.1337; and

WHEREAS, Wis. Stats §66.1337 empowers cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f), include, among other things, site assembly costs and cash incentives to developers within tax incremental districts when made pursuant to a signed development agreement; and

WHEREAS, the City has determined that redevelopment of the historic former Irwin School site into eight (8) condominium units within the existing school building (each, a “Condominium Unit” and together, the “Condominium Units”) and twelve (12) new townhomes (each a “Townhome Unit” and together, the “Townhome Units”) on Parcel ED- 477, together with parking facilities and other amenities is consistent with the TID #14 Project Plan (the “Project Plan”); and

WHEREAS, but for the City’s commitment to assemble the site and to otherwise reimburse significant site development expenses associated with this site, Developer’s ability to redevelop this site would not be viable and this development would not occur; and

WHEREAS, the redevelopment project as described above and more fully described in this Agreement will promote the revitalization and economic stability of TID #14 and the City as a whole; and further the City has determined that Developer is uniquely qualified to perform this redevelopment project.

NOW, THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1. The following terms as used herein shall have the following meanings:

- A. “Assessed Value” is the value of real property as determined pursuant to Wis. Stats. §70.32.
- B. “Assessed Unit Value” means the Assessed Value for each Condominium Unit and each Townhome Unit as determined pursuant to Wis. Stats. §703.21(1).
- C. Intentionally Omitted.
- D. “City” means the City of De Pere.
- E. “Commence Construction” means physical work at the Fee Parcel has occurred such that the site is excavated and footing and foundation installation is underway.
- F. “Deficit Payment” means a payment to the City, calculated yearly, which is the difference between the taxes paid upon the Assessed Unit Value for a particular Condominium Unit or Townhome Unit after January 1, 2020 and the taxes which would have been paid upon “Guaranteed Unit Value” for such Unit. If the Assessed Unit Value exceeds the Guaranteed Unit Value for a particular Unit, the Deficit Payment shall be equal to \$0.
- G. “Developer” means Irwin School Development, LLC and its successors and assigns.
- H. “Fee Parcel” means Parcel ED-477 more fully described herein and shown on the map attached hereto and incorporated by reference as Exhibit 1.
- I. “Finally Completed” means that Certificates of Occupancy have been issued by the City Development Services Department for all phases of the Project.
- J. “Guaranteed Value - Aggregate” means:
 - 1. One million seven hundred eighty two Thousand and No/100 Dollars (\$1,782,000.00) as of January 1, 2020; and

2. Five million seventy-four thousand two hundred dollars (\$5,047,200.00) as of January 1, 2021.
- K. “Guaranteed Unit Value” means the guaranteed value for each Condominium Unit and Townhome Unit set forth in Exhibit 4 as of the date set forth therein.
- L. “Inspection Period” means the period of time Developer has to perform tests, investigation and such other due diligence as Developer may choose regarding the Fee Parcel as a contingency of purchase pursuant to the Purchase Documents (as hereinafter defined).
- M. “Project”, “Redevelopment”, “Development” or “Redevelopment Project” means the proposed Redevelopment of the former Irwin School and Fee Parcel into eight (8) Condominium Units and twelve (12) Townhome Units, together with parking and other site amenities as approved by the City Plan Commission, as generally shown in the general plan submittal to the City Plan Commission of July 9, 2018, attached and incorporated as Exhibit 2 and as approved by the Plan Commission as part of the Precise Implementation Process.
- N. Intentionally Omitted.
- O. “Project Costs” means those costs defined in Wis. Stats. §66.1105(2)(f).
- P. “Project Cost Reimbursement Grant(s)” means those grants City agrees to pay Developer at the completion of certain construction milestones identified in Article IV. Section 1.A to reimburse Developer for costs associated with site assembly and Redevelopment of the Fee Parcel.
- Q. “Project Incentive Payments” means individually and collectively payment of the Site Assembly Incentive and payments of the Project Cost Reimbursement Incentive.

- R. “Site Assembly Incentive” means the four hundred twenty thousand dollar (\$420,000.00) purchase price paid by the City for the Fee Parcel.
- S. “Term of Agreement” means that period of time from the date this Agreement is entered into until December 31, 2046, or until TID #14 is terminated or such earlier time as this Agreement is terminated pursuant to the terms of this Agreement.
- T. “Substantial Completion” or “Substantially Completed” means, with respect to the Project or any portion of the Project, that Developer has sufficiently completed the Project or a portion of the Project so that a Certificate of Occupancy has been issued by the City Development Services Department for the Project or such portion of the Project.
- U. “Unit” means a Condominium Unit or a Townhome Unit.
- V. “Unit Owner” means the owner of a Unit. Developer shall be the initial Unit Owner for each Unit until such Unit is sold to a third party.

ARTICLE II

SITE ASSEMBLY

Section 1. City shall assemble the Fee Parcel for transfer of ownership to Developer as follows:

- A. Developer shall take all steps necessary to legally assign (“the Assignment”) to the City the following documents comprising its accepted offer to purchase the Fee Parcel:
 1. WB-15 Commercial Offer To Purchase between Milwaukee View, LLC (“Milwaukee View”) and CR Real Estate, LLC dated as of October 6, 2017;
 2. Rider to WB-15 Commercial Offer to Purchase dated October 24, 2017;

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3. Amendment to Offer to Purchase dated as of July 11, 2018;
4. Amendment to Offer to Purchase dated as of _____, 2018;
5. Assignment of Offer to Purchase dated as of _____, 2018
between Milwaukee View, as assignor, and Developer, as assignee.

All of the foregoing shall collectively be referred to as the “Purchase Documents”. The Purchase Documents are attached and incorporated as Exhibit 3. The Assignment shall take place on or before the Closing Date (as defined in the Purchase Documents).

- B. The consideration for such Assignment shall be the mutual rights and obligations found in this Agreement, which the Developer and City acknowledge constitutes good and sufficient consideration. It is the intent of the City and Developer that this obligation is binding on Developer and City and is not illusory.
- C. Developer shall, during the Inspection Period, perform or request City perform at Developer’s sole cost, such due diligence activities as allowed under the Purchase Documents and requested by Developer prior to City’s purchase of the Fee Parcel. Developer shall be satisfied with those due diligence activities as requested by Developer and shall not have a right to request additional or duplicative due diligence activities after the expiration of the Inspection Period. City shall have no obligation to perform the due diligence activities absent Developer’s request therefore.
- D. Developer shall, in writing, instruct City to purchase or not to purchase the Fee Parcel within the time frame provided by the Purchase Documents. If Developer instructs the City in writing to purchase the Fee Parcel, closing on such Fee Parcel shall take place as provided under the Purchase Documents. Developer shall have no right to refuse to accept title to the Fee Parcel or the obligations in this Agreement once Developer has instructed City to purchase the Fee Parcel.
- E. If Developer instructs the City to not purchase the Fee Parcel, this Agreement shall terminate and all approvals given or issued by City pertaining to the Project shall be deemed void and unenforceable and the parties shall have no further obligation to each other except for such obligations as expressly survive termination of this Agreement.
- F. Developer shall reimburse the City for all costs, expenses, fees, taxes and other charges above the \$420,000.00 purchase price City is obligated to pay at the closing on the Fee Parcel pursuant to the Purchase Documents (“Additional Closing Expenses”); provided, however, such Additional Closing Expenses shall not include the City’s attorney’s fees which shall be the sole obligation of the City. Developer shall reimburse City for all Additional

Closing Expenses at the closing on the conveyance of the Fee parcel to Developer (Article II. Section 2).

Section 2. If City purchases the Fee Parcel under Article II. Section 1, City shall convey the Fee Parcel to Developer as follows:

- A. Closing on Developer's purchase of the Fee Parcel from City shall take place immediately following the closing under Article I. Section I.D.
- B. In addition to the Additional Closing Expenses set forth in Article II. Section 1. F., Developer shall be responsible for all closing costs associated with this closing, including title insurance, title transfer fees, recording fees, all real estate taxes and storm water management fees for the year of the transfer, utility bills for service to the Fee Property and all other costs, fees or expenses related thereto for said year. Notwithstanding the foregoing, each party shall be solely responsible for its own attorney's fees.
- C. Except to the extent arising from the City's breach of this Agreement or willful misconduct, Developer shall defend, save and hold the City, its officers, agents, employees and officials (collectively the "City Indemnified Parties") harmless from any and all causes of action against or claims brought or asserted against the City Indemnified Parties by Developer or any third party based upon City's status as an owner or former owner of the Fee Parcel, including but not limited to any and all environmental claims or actions, assertions or liens or other encumbrances, defense of title, quiet title, actions challenging Developer's title to the Fee Parcel, claims or assertions of negligence or other tort, claims of abuse of discretion or other claims or actions asserting the City has exceeded its authority, and any other legal claim or assertion.

ARTICLE III

DEVELOPER OBLIGATIONS

Section 1. Financing. With the exception of the Project Incentive Payments, Developer warrants that City will not, in any way, be obligated in any manner to arrange, guarantee, or otherwise participate in assisting Developer in obtaining financing for the Project.

Section 2. Plan Commission Approvals.

- A. Precise Implementation Plan (PIP) Review. Developer shall present final PIP and construction plans to the City Plan Commission for its review within ninety (90) days following closing on the Fee Parcel.
- B. Condominium Declaration and Condominium Plat. Developer shall present a condominium declaration (the “Declaration”) and condominium plat (the ‘Plat’) submitting the Fee Parcel to the condominium form of ownership to the Plan Commission within ninety (90) days following closing on the Fee Parcel for review and approval by the Plan Commission for compliance with the terms if this Agreement, including the Restrictive Covenants required under Article III. Section 5.

Section 3. Construction Parameters.

- A. Developer warrants that the PIP and construction parameters of the Project shall not be substantially different than the general plan submittal shown in Exhibit 3, all of which shall be of first class quality construction. Further the Project shall comply with all approved building and PIP designs and all applicable city codes, particularly as related to design standards.
- B. Developer warrants for the term of this Agreement, that it will not remove the Irwin School from the state and federal historic registers in conjunction with the Project.

Section 4. Construction Schedule.

- A. Commencement of Construction. Contingent upon obtaining any approvals required by the City and any financing necessary to construct the Project, Developer shall commence construction of the Project within one hundred twenty (120) days following Plan Commission approval of the PIP and construction plans.
- B. Failure to Submit Plan Commission Approvals or Commence Construction. If Developer fails to submit its PIP, construction plans, the Declaration or the Plat to the Plan Commission for approval as required in Article III Section 3 or fails to commence construction within one hundred twenty (120) days following Plan Commission approval thereof (subject to Force Majeure Delays (as hereinafter defined)), and Developer fails to cure the same as provided under Article V, City shall be entitled to return of the Fee Parcel as follows:
 - 1. Closing on the return of the Fee Parcel to the City shall take place not less than 30 days after the expiration of any applicable cure periods under Article V.

2. Developer shall transfer the Fee Parcel to City free and clear of all liens and encumbrances , and shall pay all closing costs usually and customarily paid by sellers of property, including transfer fees, title insurance, pro-rated real estate tax and other special charges. If Developer is unable to convey the Fee Parcel back to City free and clear of all liens and encumbrances , Developer consents to the entry of Judgment against it by a Court of competent jurisdiction for the amount of any such liens and encumbrances , plus costs incurred by the City in obtaining such Judgment.
 3. There shall be no monetary payment by City to Developer for such transfer in recognition of the fact that Developer made no monetary payment to City when the Fee Parcel was conveyed to Developer, rather the same was considered an incentive payment to Developer.
 4. Return of the Fee Parcel under this paragraph satisfies the requirement of Article III Section 11 with respect to the Site Assembly Incentive.
- C. Construction. Developer agrees that construction shall proceed with all deliberate speed with the Condominium Units, subject to Force Majeure Delays, being Substantially Completed no later than January 1, 2020 and the Townhome Units, subject to Force Majeure Delays, being Substantially Completed no later than January 1, 2021.
- D. Failure to Comply with Plan Approval or Construction Completion. Developer agrees that time is of the essence as to plan approval, Commencement of Construction and Substantial Completion. If any of the above timelines are not met, subject to extension for Force Majeure Delays, the City may pursue any remedy set forth in this Agreement upon the expiration of any applicable notice and cure period set forth herein.
- E. Certificate of Occupancy. Developer is required to obtain Certificates of Occupancy from the City Building Inspector for each portion of the Development prior to occupancy of such portion of the Development.

Section 5. Guaranteed Unit Values. The Assessed Value of each Unit shall equal the Guaranteed Unit Value of such Unit set forth in Exhibit 4 as of the corresponding date set forth in Exhibit 4. Should the Assessed Value for such Unit be less than the Guaranteed Unit Value for such Unit as of such date or for any subsequent year after such date, the Unit Owner and its successors and assigns will make a Deficit Payment to the City equal to the difference in taxes to be collected due to

the shortfall in the Assessed Value. The Deficit Payment shall be determined as follows:

- A. The Deficit Payment shall be determined by subtracting the Assessed Value for a particular Unit from the Guaranteed Unit Value. The difference between the Assessed Value for such Unit and the Guaranteed Unit Value shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the east side of De Pere, with the product being due and payable by the Unit Owner on or before October 15 of the year in which it is levied.
- B. If not paid in full by October 15 of the year levied, the Deficit Payment amount shall become a lien on the Unit as a special charge under Wis. Stats. §66.0627.
- C. Developer and all subsequent Unit Owners waive all rights to appeal the real estate assessment of each Unit to the City Board of Review provided said assessment is equal to or less than the Guaranteed Unit Value for such Unit (Pursuant to Article III, Section 5.D and 5.E., the “Restrictive Covenants”).
- D. The provisions of Article III, Section 5.C shall be made restrictive covenants in the Declaration by Developer.
- E. The provisions of Article III, Section 5.C shall become restrictive covenants on the transfer of ownership of any interest in the Units.
- F. City shall record a copy of this Agreement against the Fee Parcel at closing to memorialize these and other obligations in this Agreement.
- G. The guarantee and concomitant waiver of appeal rights found in this Subsection shall expire upon termination of this Agreement.
- H. Notwithstanding, anything to the contrary contained in this Agreement, if the Assessed Value of all of the Units in the Development exceed the Guaranteed Value – Aggregate for any given year, no Deficit Payments shall be due from any Unit Owner for such year.

Section 6. Equal Opportunity. Developer hereby agrees, on behalf of itself and its successors and assigns, that it will not permit the sale, lease, or use of the Units by any party who would act or permit unlawful discrimination or restriction contrary

to any applicable state, federal, or local fair housing laws, ordinances or regulations.

Section 7. Restrictions on Use. For the Term of this Agreement, no Unit Owner shall, without the prior written consent of the City, sell or lease any Unit to an entity whereby such sale or lease would cause such Unit to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon each Unit Owner and its successors and assigns. Each Unit Owner will place a restriction in any deed conveying any Unit during the duration of this Agreement prohibiting any use of such Unit during the Term of this Agreement which would cause the Unit to become tax exempt. Should any Unit nevertheless become tax exempt, the Deficit Payment shall then be made by the Unit Owner in accordance with Article III. Section 5.

Section 8. Obligation to Maintain and Repair.

A. Maintenance of Project. Developer shall organize and form a condominium association the (“Association”) to govern the condominium created by the Declaration (the “Condominium”). The Association (and/or the Developer if prior to the establishment of the Association) shall, after each portion of the Project is Substantially Complete and during the Term of this Agreement, keep and maintain such portions of the Project as are Substantially Complete in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable residential development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain, or cause to be kept or maintained, such casualty and builder’s risk insurance upon the Project as is customarily held in developments of like sizes and characters. All insurance policies required under this Section shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

To assume the respective risks undertaken, said policies of insurance may be written without deductible amounts but with co-insurance features and the exceptions and exclusions comparable to those in similar policies carried by

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condominium associations similarly situated, all of which must be approved by City, which approval shall not be unreasonably withheld. Certification(s) of insurance shall be provided to City prior to Developer commencing of construction of the Project and each such policy of insurance shall contain a provision that the insurance company shall give City at least thirty (30) days prior written notice of cancellation, non-renewal, or material change during the Term of this Agreement. In the event of the proposed cancellation or non-renewal of any policy by an insurance company, Developer or the Association, as the case may be, shall secure adequate replacement insurance policies prior to the effective date of such cancellation.

B. Damage Repair. If the Project, or any portion of it shall be damaged or partially or totally destroyed during the Term of this Agreement, Developer (or the Association, once established) shall promptly repair, rebuild, or restore the Project to the condition that existed immediately prior to such damage or destruction. In the happening of such an event, Developer (or the Association, as applicable) shall promptly give written notice thereof to City.

C. Subordination. City agrees that, upon presentment of a written request from Developer's lender or the lender of any Unit Owner, it will subordinate its interests in this Agreement to those of the lender as may reasonably be required.

Section 9. Claims, Injury and Property Damage Indemnification. Developer agrees to protect, defend, indemnify, and hold the City Indemnified Parties free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, reasonable professional fees, reasonable attorney fees, including those imputed to the City Attorney or other expenses or liabilities of every kind and character to the extent caused by and in connection with, or arising directly or indirectly out of, this Agreement and/or arising out of the operations and construction of this Development Project. This requirement shall apply with equal force to work performed by Developer, its architect, contractor, or any subcontractor or any other party directly employed or retained by Developer. Without limiting the generality of the foregoing, any and all such claims, etc.

relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto even if it (claims, etc.) is groundless, false or fraudulent. Developer agrees that City will, if City deems appropriate, provide any additional reasonable defense to any claim hereunto, the full cost of which shall be borne by Developer. Notwithstanding the above, Developer's indemnification obligations under this Section shall not apply to the extent a claim or damage is caused by the City or results from the failure of the Association or any Unit Owner other than Developer to comply with its respective obligations under this Agreement. The indemnification obligations hereunder are personal to Developer and its successors and assigns and shall in no event be binding upon any subsequent Unit Owner or the Association.

Section 10. Not for Speculation. Developer represents and agrees that its acquisition of the Fee Parcel and its undertakings pursuant to this Agreement will be for the sole and express purpose of the redevelopment of the Fee Parcel consistent with the Project Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings. Accordingly, Developer agrees for itself, its successors and assigns, that, except only by way of security for and only for the

purpose of obtaining the financing necessary to perform its obligations with respect to making the improvements on the Fee Parcel under this Agreement, Developer has not made and will not make or suffer, cause or permit to be made prior to the Substantial Completion of the Project, any total or partial sale, assignment, conveyance or lease, or any trust or power or transfer in any other mode or form of or with respect to this Agreement, the Parcels, the Redevelopment or any interest of the Developer therein, except for non-voting interest in the Developer for investment purposes only, or in this Agreement or any other agreement related to the Redevelopment without the prior written approval of the City, which shall not be unreasonably withheld. This provision shall not, however, restrict Developer from entering into contracts for the rental of apartment units or the conveyance of Units to Unit Owners prior to Substantial Completion for the purpose of occupancy of the Project or a Unit after its completion. This provision also shall not restrict Developer from granting any easements for purposes of obtaining utilities or services for the Project or which are necessary for the construction and development of the Project.

Section 11. Failure to Develop - Return of Project Grants.

Developer agrees to and obligates itself, its successors and assigns, to repay all Project Incentive Payments received from City should Developer fail to have Finally Completed construction of the Redevelopment Project within thirty six (36) months (subject to extension for Force Majeure Delays) following the closing on the Fee Parcel and the expiration of any applicable notice and cure periods set forth in Article V, unless otherwise agreed by the Parties in writing.

Upon repayment in full of the Project Incentive Payments received by Developer, plus interest thereon at the statutory rate from the date the Project Incentive Payment was made to the date repaid, this Agreement shall terminate (including any obligation of Unit Owners to make Deficit Payments) and the Parties shall have no further obligations to each other except such obligations as expressly survive termination of this Agreement.

Section 12. Liquidated Damages /Penalty Clause. Developer agrees to provide, at the time this Agreement is executed, a refundable cash deposit to City in the amount of Ten Thousand and no/100 Dollars (\$10,000.00). The deposit shall be forfeited to City in the event of a material default by Developer under any of the material terms of this Agreement that extends beyond any applicable notice and cure period, which shall constitute compensation to City for expenses incurred as a result of Developer's breach. Developer's obligations for a deposit shall be released and the deposit refunded to Developer by City upon Substantial Completion of the Redevelopment Project by Developer.

ARTICLE IV

CITY OBLIGATIONS

Section 1. Project Cost Reimbursement Incentives.

- A. In addition to the Site Assembly Incentive Payment of \$420,000, City obligates itself to reimburse Developer for an additional one million ninety thousand dollars (\$1,090,000.00) of expenses incurred in the redevelopment of the Fee Parcel according to the following schedule:

1. First Disbursement. The first disbursement of the Reimbursement Incentive in the amount of two hundred eighteen thousand dollars (\$218,000.00) shall be made to Developer after rough-in approval of the Irwin School Condominiums by the City Building Inspector.
2. Second Disbursement. The second disbursement of the Project Cost Reimbursement Incentive in the amount of two hundred eighteen thousand dollars (\$218,000.00) shall be made to Developer after Substantial Completion of the Condominium Units.
3. Third Disbursement. The third disbursement of the Project Cost Reimbursement Incentive in the amount of two hundred eighteen thousand dollars (\$218,000.00) shall be made to Developer after rough-in approval of the first six (6) Townhome Units by the City Building Inspector.
4. Fourth Disbursement. The fourth disbursement of the Project Cost Reimbursement Incentive in the amount of two hundred eighteen thousand dollars (\$218,000.00) shall be made to Developer after Substantial Completion of the first six (6) Townhome Units.
5. Fifth Disbursement. The fifth disbursement of the Project Cost Reimbursement Incentive in the amount of two hundred eighteen thousand dollars (\$218,000.00) shall be made to Developer after rough-in approval of the second six (6) Townhome Units by the City Building Inspector.

- B. Developer shall make written request for disbursement to the Director of Development Services. Such request shall indicate when the required approval had been granted and provide copies of paid receipts indicating that at expenditures not less than the amount of the Project Cost Reimbursement Incentive being requested have been incurred.
- C. The Project Incentives are premised upon the completed Project having a Guaranteed Value – Aggregate for real property tax purposes in an amount not less than two million two hundred fifty thousand dollars (\$2,250,000.00) as of January 1, 2020 and five million seventy thousand two hundred dollars (\$5,070,000.00) as of January 1, 2021.

Section 2. Cooperation. The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

ARTICLE V

DEFAULT PROVISIONS

Section 1. Enforced Delay in Performance for Causes Beyond the Control of Parties.

For the purposes of any provisions of this Agreement, no party nor any successor in interest shall be considered in breach or default of its obligations with respect to the beginning and completion of any phase of construction or progress in respect thereto in the event of enforced delay in the performance of any obligations due to unforeseeable causes beyond its control and without its fault, or negligence including, but not restricted to, acts of God, forces majeure, acts of the

public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, unusual delays in obtaining any necessary permits or approvals from a governmental agency not caused by Developer's acts or omissions, and unusually severe weather or delays of subcontractors due to such causes (each, a "Force Majeure Delay"), it being the purpose and intent of these provisions that in the event of the occurrence of any such Force Majeure Delay, the time or times of performance of any of the obligations of Developer with respect to construction of the improvements or Commencement of Construction shall be extended for the period of the Force Majeure Delay as determined in good faith by City; provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof and of the cause or causes thereof and requested an extension for the period of the Force Majeure Delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, Developer shall make a reasonable effort to procure performance and City agrees to grant a sufficient extension to permit such procurement by Developer.

Section 2. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Except for Developer's failure to commence construction as provided under Article III Section 3.A, if either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has sixty (60)

days to cure such breach. If any party has reason to believe that Developer has failed to commence construction under Article III Section 3.A., the cure period shall be thirty (30) days, not sixty (60) days. If there is no cure within the cure period of any breach for which notice has been given, the party not in breach may bring any action available for any remedy provided in law or equity; except, however, in the event a party is pursuing a cure but the cure cannot be completed in the cure period provided herein, then it shall not be construed as a default if the party immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

Section 3. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

Section 4. Rights and Remedies Cumulative. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of

default of breach or of any remedies for any other event of default or breach by Developer. No waiver made by City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of City to enforce any other obligations of Developer.

ARTICLE VI

MISCELLANEOUS

Section 1. Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized office of the City, and delivered to the party to whom it is directed at the address specified in Section 5 hereunder. Whenever under this Agreement the consent, approval or waiver of City is required or the discretion of City may be exercised, the Mayor shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld, conditioned or delayed.

Section 2. Obligations to Run with the Land. The obligation to make Deficit Payments, the Restrictive Covenants and the provisions of Article II. Section 7 shall run with the land and are binding upon all subsequent Unit Owners. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds. Notwithstanding anything to the contrary herein, it is intended and agreed that all right, title and interest to the Project Incentive Payments and

all obligations to repay the Project Incentive Payments and to Finally Complete the Project are personal to Developer and Developer's permitted successors and assigns, and shall not run with the land.

Section 3. Assignment. Developer may assign this Agreement only in its entirety, and then only upon written notice of assignment to City, including acknowledgement by the assignee of the obligations contained in this Agreement and City's consent to the same.

Section 4. Contractual Interpretation. The paragraphs headed by roman numerals in this Agreement are referred to as articles and are intended to include, as categories thereunder, numbered sections and lettered subsections. The article, section, and subsection headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

Section 5. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the Parties hereto at their respective addresses set forth below and shall be deemed received on the date of postmark:

1. If to Developer: Anuj Rastogi
Irwin School Development, LLC
225 East St. Paul Street, Suite 302
Milwaukee, WI 53202

2. With a Copy to: Reinhart Boerner van Deuren s.c
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
Attn: Frank Pitsoulakis, Esq.
3. If to City: City Administrator
335 South Broadway Street
De Pere, WI 54115

Section 6. No Liability of City. City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to these provisions.

Section 7. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 8. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the Parties and supersedes all prior discussions and agreements, whether written or oral, between the Parties and constitutes the sole and entire agreement between the Parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all Parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first written above.

IRWIN SCHOOL DEVELOPMENT, LLC
By: _____

State of Wisconsin)
 : SS
_____ County)

Print Name:
Title: _____

This instrument was acknowledged before me on the ____ day of _____, 2018, by _____

and _____
Of Irwin School Development, LLC.

Print Name:
Title: _____

Notary Public, State of Wisconsin
My commission expires on _____.

CITY OF DE PERE
By: _____

State of Wisconsin)
 : SS
Brown County)

Print Name:
Title: _____

This instrument was acknowledged before me on the ____ day of _____, 2018, by _____

and _____
Of City of De Pere.

Print Name:
Title: _____

Notary Public, State of Wisconsin
My commission expires on _____.

<Title>



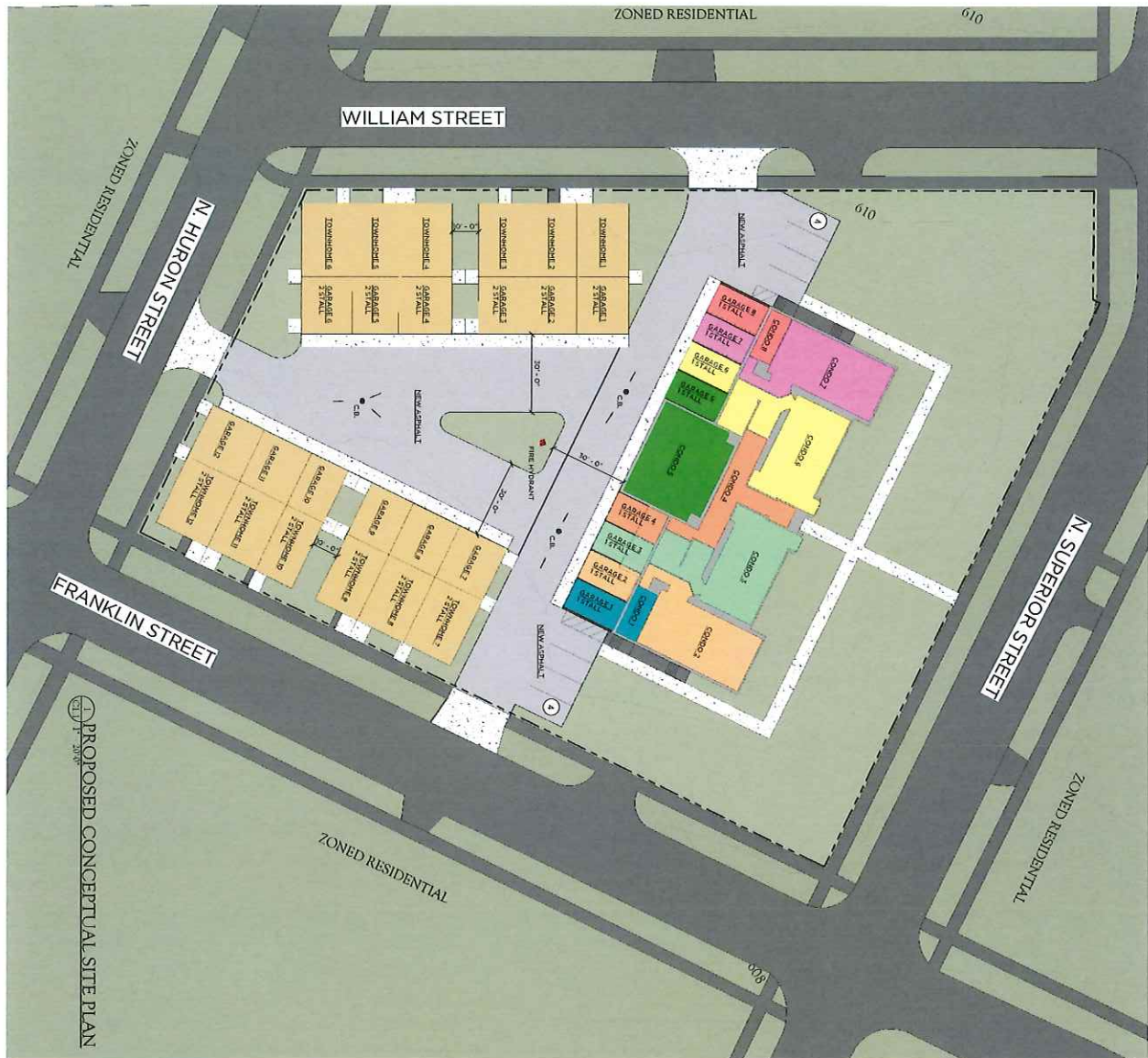
A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us

Geographic Information System (GIS) data provided by: Brown County Planning & Land Services Department

Brown County is not responsible for user-drawn graphics that may have been added to this GIS base map.

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

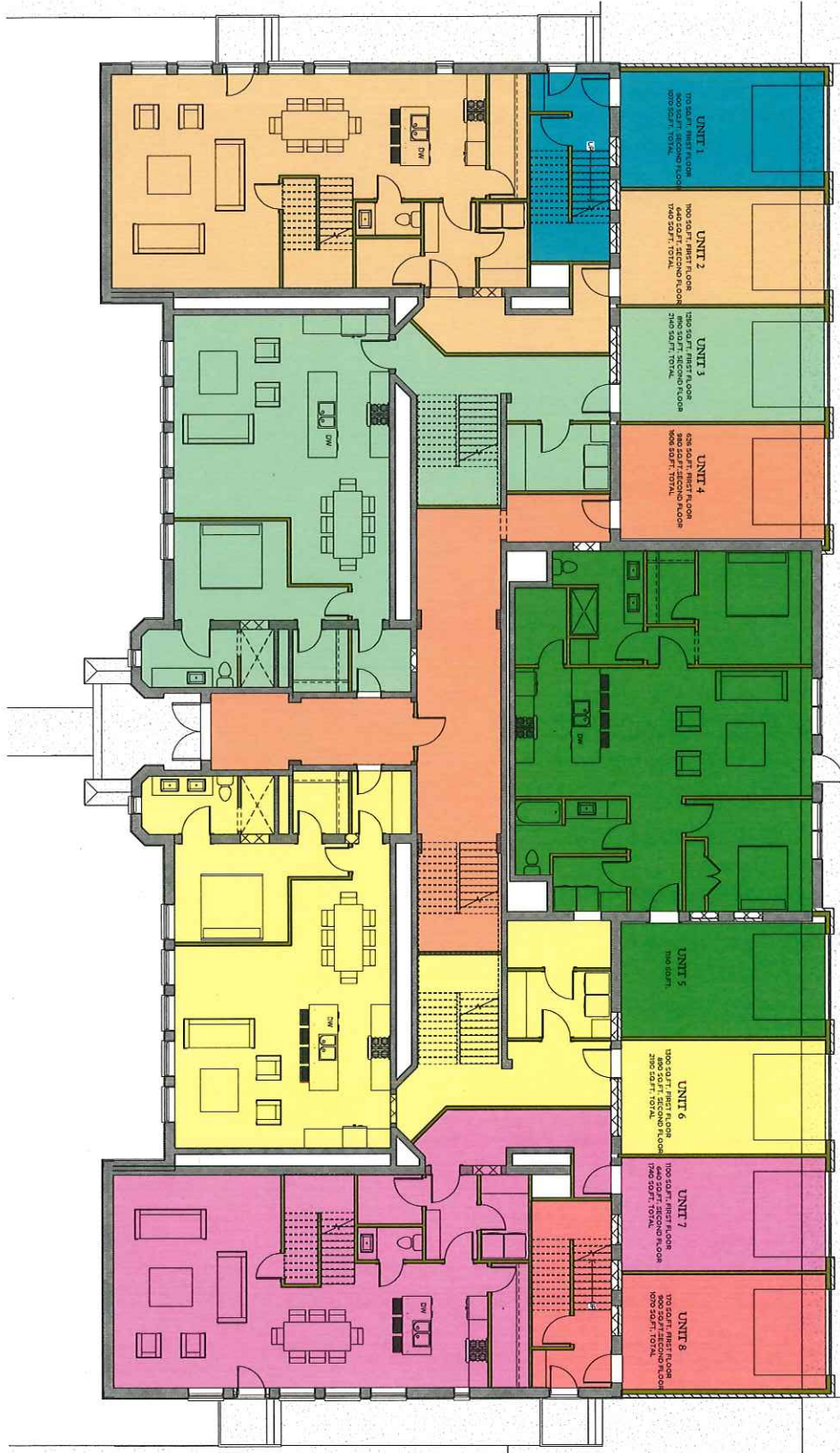
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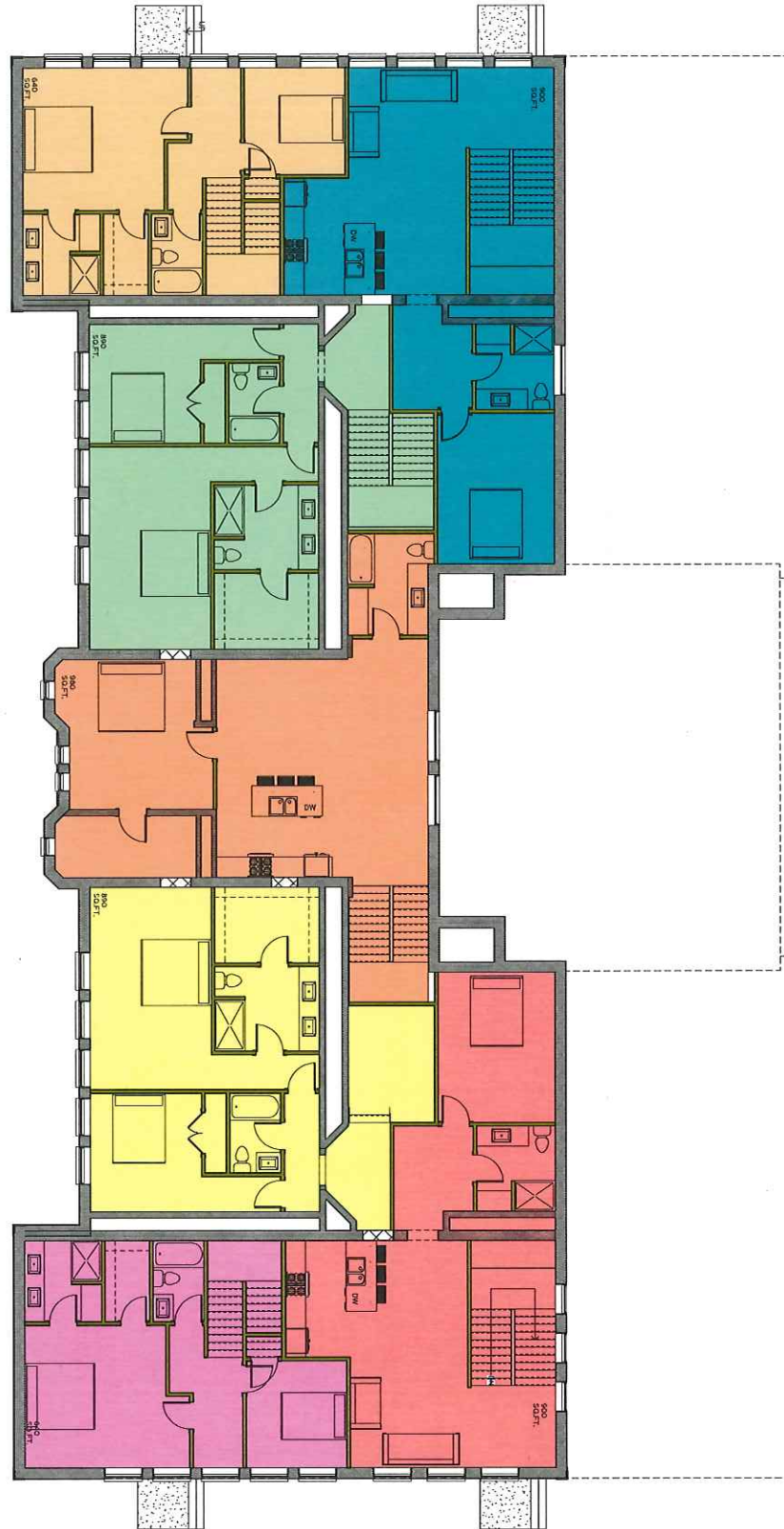
EVEN CHAIRS - CATHEDRAL CHAIRS				EVEN DOWNERS			
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3RD FLOOR	100	100	100	3RD FLOOR	842	508	100
4TH FLOOR	100	100	100	4TH FLOOR	842	508	100
5TH FLOOR	100	100	100	5TH FLOOR	842	508	100
6TH FLOOR	100	100	100	6TH FLOOR	842	508	100
7TH FLOOR	100	100	100	7TH FLOOR	842	508	100
8TH FLOOR	100	100	100	8TH FLOOR	842	508	100
9TH FLOOR	100	100	100	9TH FLOOR	842	508	100
10TH FLOOR	100	100	100	10TH FLOOR	842	508	100
11TH FLOOR	100	100	100	11TH FLOOR	842	508	100
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[illegible]

1.14.d
FIRST FLOOR PLAN
7/16/2017



SECOND FLOOR PLAN
A1.2 7/15/19



Attachment: Exhibit 2 - Irwin School (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)

A1.2

REVISIONS
DATE
07-05-2019 - DVG
07-10-2018 - DVG

BUSINESS DEV. ASSOC.
DESIGNER: Mike Cashman
DRAWN BY: Jeremy Lusk
PROJECT MANAGER:

PRELIMINARY NO. 18-60-04
CONTRACT NO.
"COPYRIGHT NOTICE"

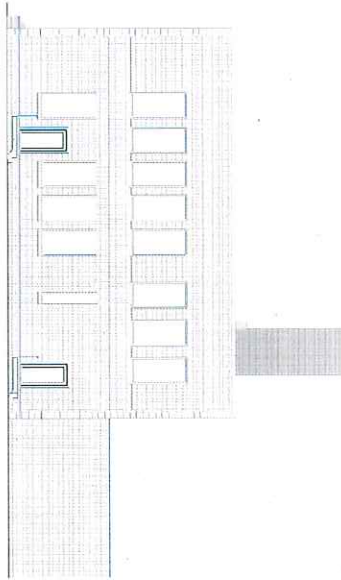
IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

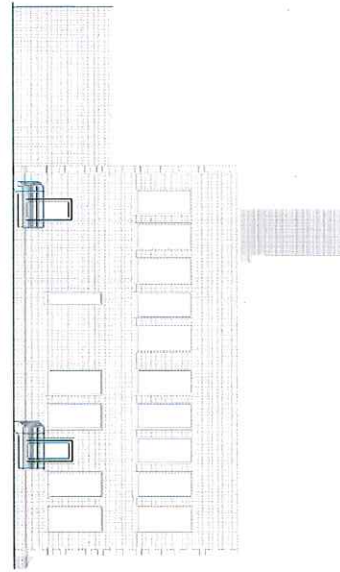
DELEERS
CONSTRUCTION, INC.
1825 Nimitz Drive, Suite A | De Pere, WI 54115
P 920.347.5830 | deleers.com



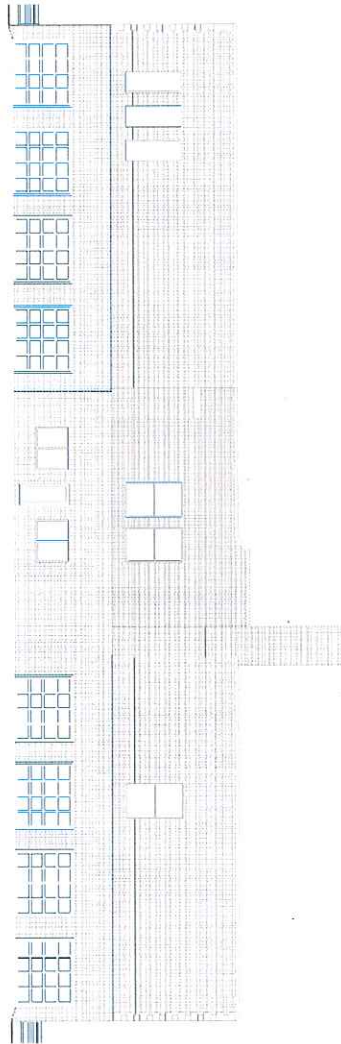
1 SOUTH ELEVATION
A2.1 7/8" = 1'-0"



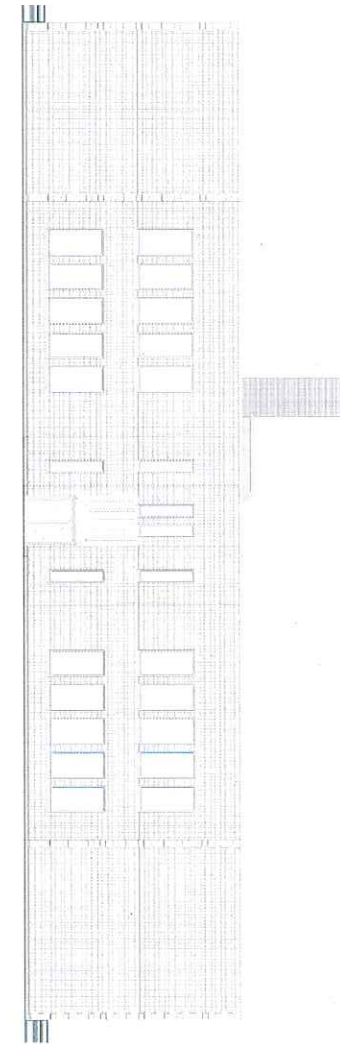
2 NORTH ELEVATION
A2.1 7/8" = 1'-0"



3 EAST ELEVATION
A2.1 7/8" = 1'-0"



4 WEST ELEVATION
A2.1 7/8" = 1'-0"



Attachment: Exhibit 2 - Irwin School (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)

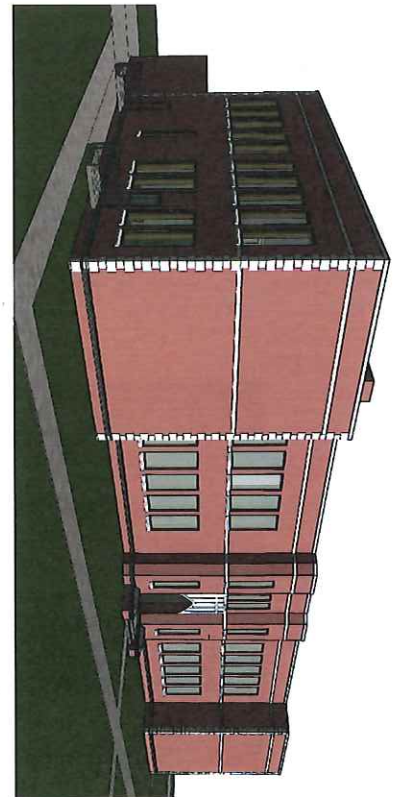
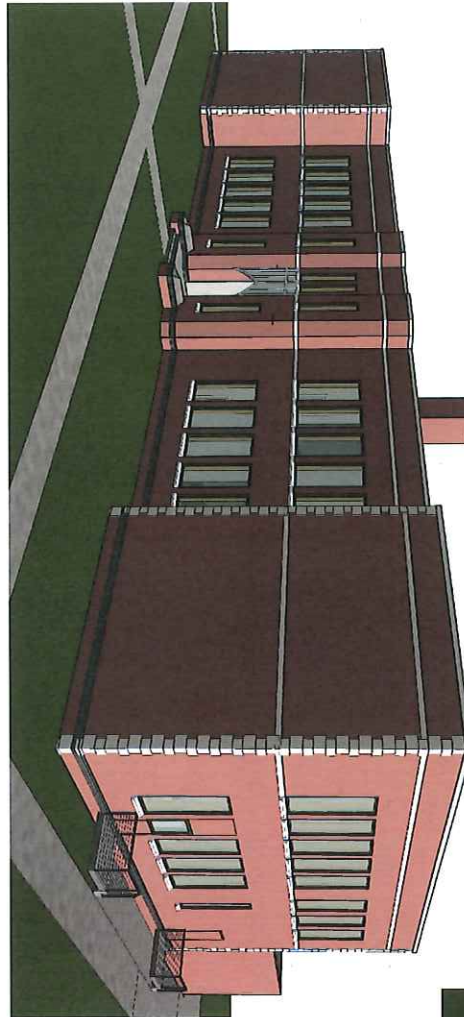
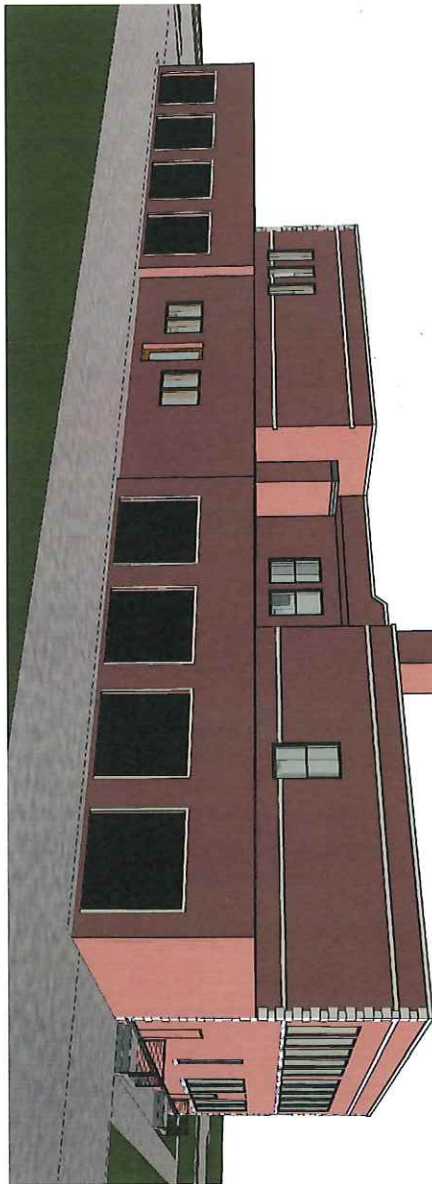
A2.1	DATE	BUSINESS DEV. ASSOC.	PRELIMINARY NO.
	REVISIONS	Mike Cushman	18-00-04
	6-4-18	DESIGNER	CONTRACT NO.
	07-05-2018 - DWG	Jeremy Luck	
	07-10-2018 - DWG	DRAWN BY	"COPYRIGHT NOTICE"
		PROJECT MANAGER	

IRWIN SCHOOL LOFTS

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P 920.347.5830 | deleers.com





Attachment: Exhibit 2 - Irwin School (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)

A2.2	REVISIONS	BUSINESS DEV. ASSOC.	PRELIMINARY NO.
	5/14/18	Mika Cashman	18-60-04
	07-06-2018 - DWG	DESIGNER:	CONTRACT NO.
	07-30-2018 - DWG	Jeremy Luck	
		DRAWN BY:	
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COMMERCIAL | RESIDENTIAL

DeLEERS
CONSTRUCTION, INC.

With roots dating back to the 1900s the Irwin School is not only historic but has a lifeline of this city built into it with every brick. As a family owned business in its third generation we understand that significance and plan to honor that by simply breathing new life and purpose into this landmark.

Our intention will be to keep the original architecture and character of the school building but within the original walls, repurpose the floorplan into eight condo units. The design will allow for (2) 1 bedroom, (4) 2 bedroom and (2) 3 bedroom units. Each unit will have a single stall garage, with private entrance and one parking stall on the lot near the building. The garage structure will be added on to the existing Irwin School Building and will have a flat roof and brick to match the existing building. There will be a need to add more windows to appeal to potential homebuyers but preservation is our highest priority.

In addition we will build twelve town home units with characteristics to fit into the residential neighborhood. The existing parking lot area will have four townhouse buildings with three individually owned townhouses in each building. Each townhome will have two bedrooms and a two stall garage.

We will be leaving a majority of the west side of the property green space as is for curb appeal and as an amenity for future home owners.

This project is the perfect fit for DeLeers construction with our expert craftsmen and ties to this community. We would be honored preserve The Irwin School and add value to De Pere.



Attachment: Exhibit 2 - Irwin School (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)



July 9, 2018

Re: Irwin School Development Organizational Structure

Per the rezoning and general plan submittal requirements, Milwaukee View is proposing the following organizational structure which is subject to change. In pre-construction and during construction, the Irwin School project will be under ownership of Irwin School Development LLC. Upon completion of the townhome and condo units, the individual units will be sold to individual home buyers who will be part of a home owners association (Irwin School Association). The home owners association will be made up of all townhome and condo owners who will fund the operations of the organization with annual dues. The association will be responsible for grounds and property maintenance for which a third party property manager may be chosen.

As our project moves forward, Milwaukee View will add further detail to Irwin School Development's organizational plans.

Best Regards,

Anur Rastogi

Director of Finance and Investments
Milwaukee View LLC
908-235-1909
Arastogi@mkeview.com



Attachment: Exhibit 2 - Irwin School (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)



DATE	REVISIONS
07-06-2018	DWG
03-10-2018	DWG

BUSINESS DEV. ASSOC.:
Max Graham
DESIGNER:
Jeremy Luck
DRAWN BY:
PROJECT MANAGER:

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CONTRACT NO
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SECOND FLOOR INTERIOR



Attachment: Exhibit 2 - Irwin School (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)

D1.2

DATE: 8-4-18
REVISIONS:
07-05-2018 - DWG
07-10-2018 - DWG

BUSINESS DEV. ASSOC.: Mike Cashman
DESIGNER: Jeremy Lusk
DRAWN BY:
PROJECT MANAGER:

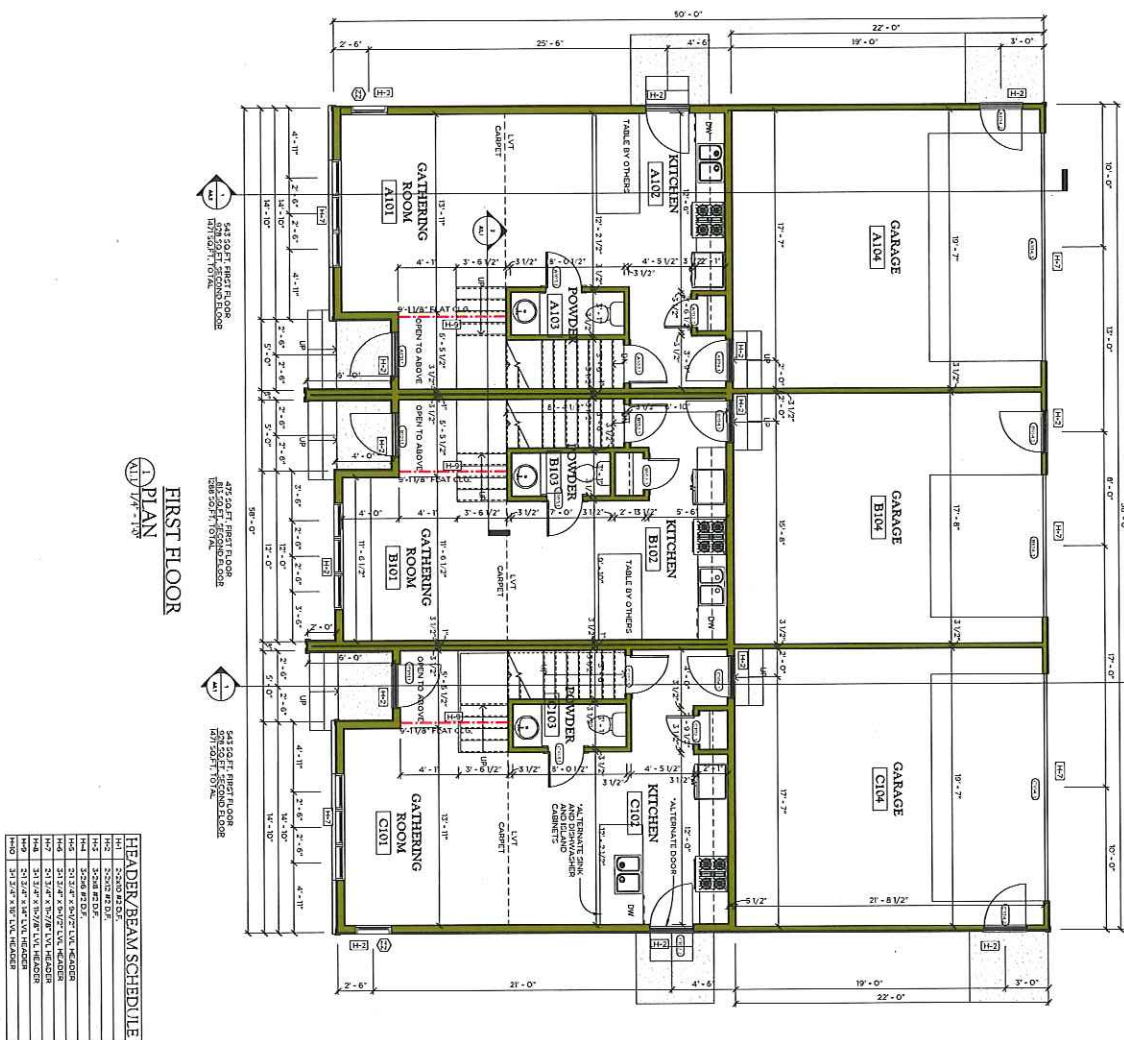
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AL1

DATE: 05/20/2018

CONTRACT NO.:

PROJECT NO.:

PROJECT MANAGER:

DESIGNER:

DRAWN BY:

CHECKED BY:

APPROVED BY:

PROJECT MANAGER:

DESIGNER:

DRAWN BY:

CHECKED BY:

APPROVED BY:

PROPOSED FOR:

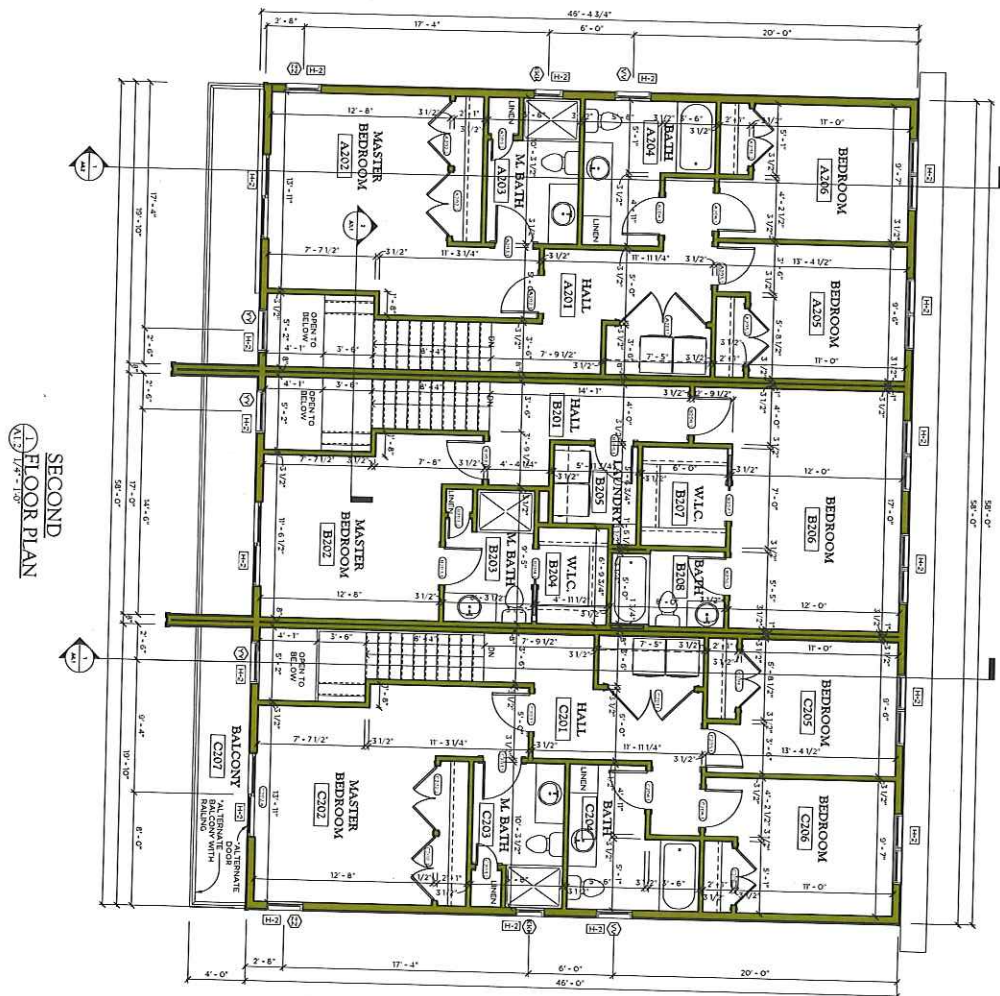
IRWIN LOFTS

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DEPERE, WI

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PROPOSED FOR:
IRWIN LOFTS
428 N. SUPERIOR ST.
DEPERE, WI

DELEERS CONSTRUCTION, INC.
1000 N. SUPERIOR ST.
DEPERE, WI 53530
TEL: 920.233.1234
WWW.DELEERSCONSTRUCTION.COM

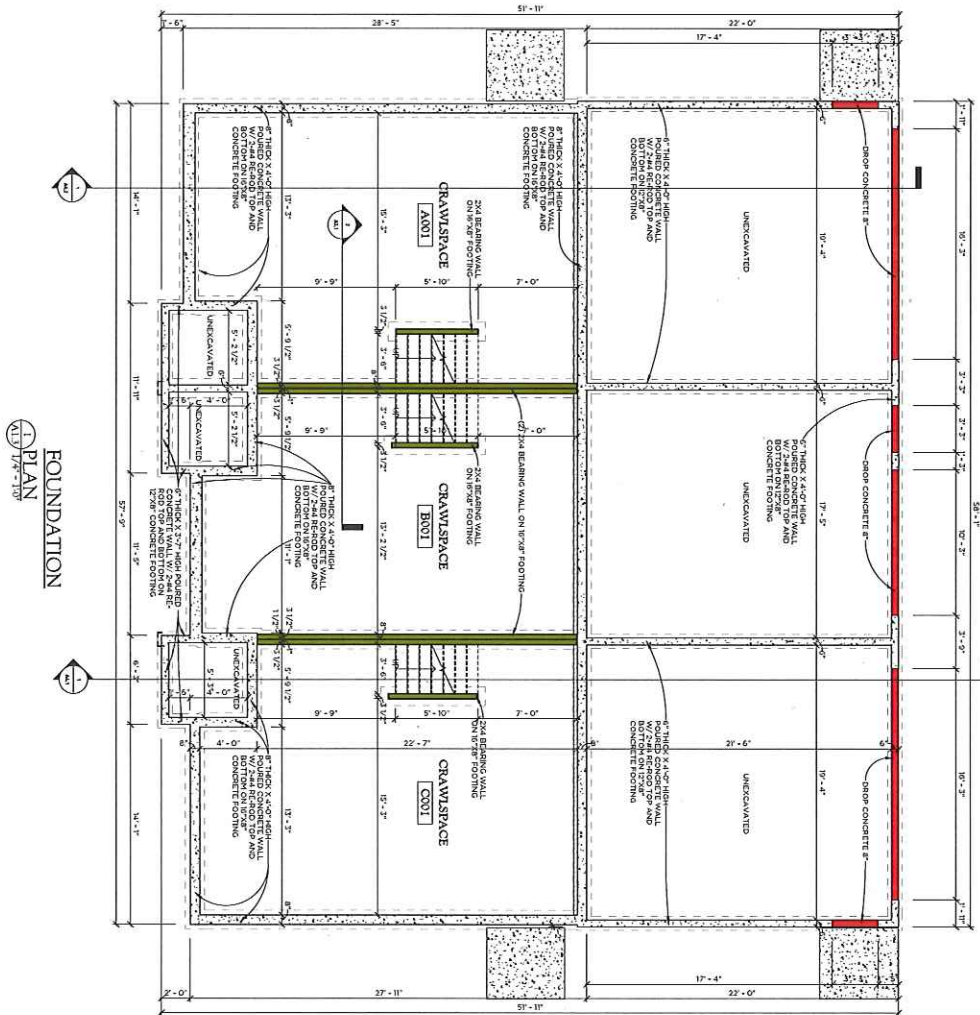
OWNER: IRWIN LOFTS
DESIGNER: JAMES L. LACK
DATE: 09/07/2018
PROJECT: IRWIN LOFTS

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	09/07/2018

DELEERS CONSTRUCTION, INC.





PRELIMINARY - NOT FOR CONSTRUCTION

A1.3

DE SIGNER:	Mike Carlsman
CHAIRMAN:	Jeremy Lunick
PROJECT MANAGER:	DSS
PROJECT MANAGER NO:	0000000000
CONTRACT NO:	0000000000
DATE:	09/05/97
SHEET:	

DELEERS Division Of
CONSTRUCTION, INC.
10000 W. 10th St., Suite 100, Denver, CO 80231
303-751-1000

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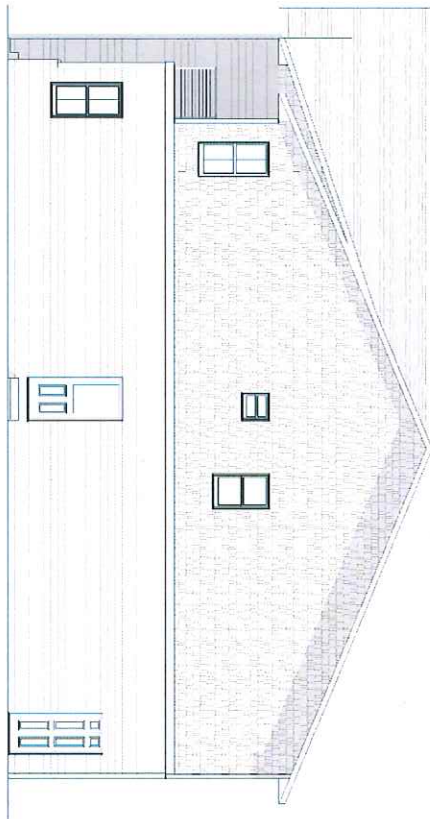
PROPOSED FOR:

IRWIN LOFTS

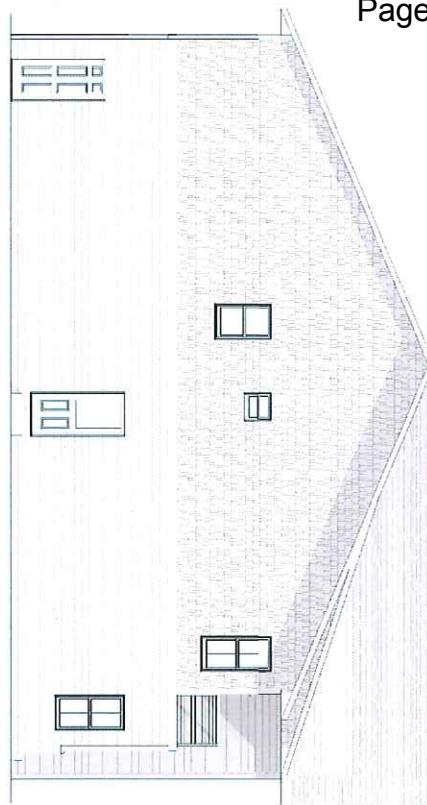
428 N. SUPERIOR ST.
DEPERE, WI



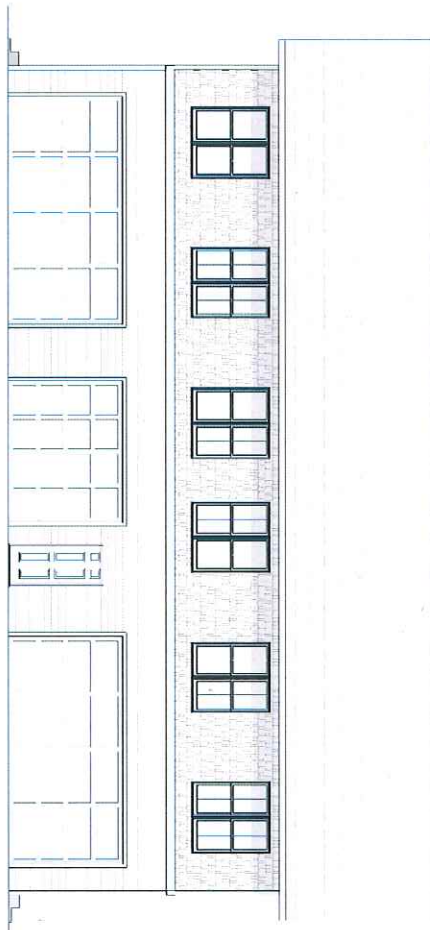
SOUTH
ELEVATION



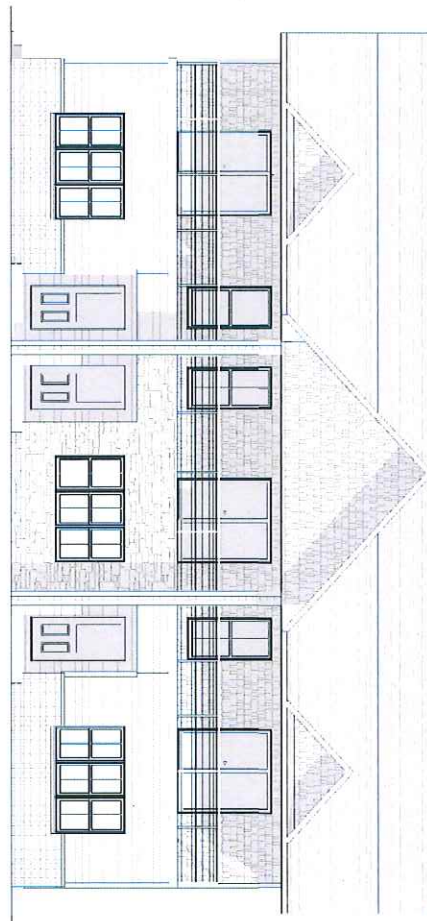
NORTH
ELEVATION



EAST
ELEVATION



WEST
ELEVATION



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BUSINESS SERV. ASSOC.	
DESIGNER	James L. Leach
DRAWN BY	BS
PROJECT MANAGER	
PREPARED BY	BS
DATE	04/20/07
CONTRACT NO.	
SHEET	A2.1

PROPOSED FOR:
IRWIN LOFTS
428 N. SUPERIOR ST.
DEPERE, WI





PRELIMINARY - NOT FOR CONSTRUCTION

A2.2

PROJECT NO. _____
DATE: 07/20/24
CONTRACT NO. _____
PRELIMINARY NO. _____
PROJECT MANAGER _____
DRAWN BY: JAWAY LANEK
CHECKED BY: JAWAY LANEK
DESIGNED BY: JAWAY LANEK
BY: JAWAY LANEK, AIA, AIAA
JAWAY LANEK, AIAA

DELLEERS
CONSTRUCTION, INC.

PROPOSED FOR:
IRWIN LOFTS
428 N. SUPERIOR ST.
DEPERE, WI

DELEERS
CONSTRUCTION, INC.





October 21, 2018

CR Real Estate LLC
Larry Anderson
2101 S. 107th St.
Milwaukee, WI 53227

Re: Amendment to Offer to Purchase

Per the Offer to Purchase and Rider executed on October 24, 2017 for the property located on 428 N. Superior Street in De Pere, Wisconsin, the buyer (Milwaukee View LLC) and seller (CR Real Estate LLC) agree to amend the Offer to Purchase to extend the 180 approval period to January 31, 2019. In addition, the sale price in the Offer to Purchase will be amended to \$420,000. All other terms of the Offer to Purchase and Rider remain the same.

Buyer: *AS WE DISCUSSED I WOULD prefer to close the 180 WEEK IN JAN, 2018.*
Milwaukee View, LLC
By: *[Signature]*
Its: *CEO.*
Date: *10/31/18*

Seller:

CR Real Estate, LLC
By: *CR REAL ESTATE*
Its: *Larry P. Anderson (member)*
Date: *10/24/18*

Milwaukee View LLC

225 E. 51st Paul Ave. Suite 200
Milwaukee, WI

10/21/18

Attachment: Exhibit 3-Irwin School (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)



July 11, 2018

CR Real Estate LLC
Larry Anderson
2101 S. 107th St.
Milwaukee, WI 53227

Re: Amendment to Offer to Purchase

Per the Offer to Purchase and Rider executed on October 24, 2017 for the property located on 428 N. Superior Street in De Pere, Wisconsin, the buyer (Milwaukee View LLC or assigns) and seller (CR Real Estate LLC) agree to amend the Offer to Purchase to extend the 180 approval period to September 30, 2018. In addition, the sale price in the Offer to Purchase will be amended to \$410,000. This amendment overrides any previous amendments to the Offer to Purchase. All other terms to the Offer to Purchase and Rider remain the same.

Buyer:

Milwaukee View, LLC or assigns

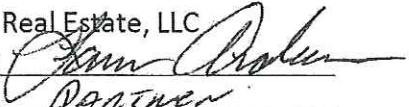
By: 

Its: CEO

Date: 7/23/18

Seller:

CR Real Estate, LLC

By: 

Its: Partner

Date: 7/18/18

RIDER TO WB-15 COMMERCIAL OFFER TO PURCHASE

This Rider is made part of the attached WB-15 Commercial Offer to Purchase form (the "Form") for the real property identified in paragraph 1 of this Rider (the "Property"), by and between Milwaukee View, LLC and/or its assigns ("Buyer") and CR Real Estate, LLC (together, the "Seller"). In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Form, the terms of this Rider shall control. The Form and this Rider are herein collectively referred to as the "Offer."

1. Property Description. The Property consists of approximately 1.44 acres commonly known as 428 N Superior Street located in the City of De Pere, Brown County, Wisconsin. The term "Property" shall further include, without limitation, all of the following: all land identified herein as all or part of the Property; all building, parking, fixtures, improvements and easements located on or appurtenant to such land; and, all licenses, permits, plans, specifications and all other rights, title and interest appurtenant and otherwise relating to any and all such property.

2. Earnest Money. Buyer shall deliver to First American Title Insurance Company (the "Title Company"), earnest money in the amount of Ten Thousand and 00/100 Dollars (\$10,000) within five (5) days of Acceptance (the "Earnest Money"). If this transaction closes, all Earnest Money shall be credited against the Purchase Price due hereunder. The Earnest Money shall become nonrefundable to Buyer (but shall remain applicable to the Purchase Price at closing), except in the event of a Seller default, if Buyer does not terminate this Offer within 90 days of Acceptance pursuant to the terms of this Offer.

3. Interim Responsibilities of Seller. Seller hereby covenants and agrees that during the period from the date hereof through Closing:

(a) Seller shall operate the Property in compliance with all applicable federal, state, county, municipal or other government standards, laws, ordinances, statutes, regulations and requirements.

(b) Seller will not extend, renew, modify or replace any service contracts without the prior written consent of Buyer. Seller may enter into service contracts in the ordinary course of business so long as such service contracts can be terminated, without penalty or payment by Buyer, at or prior to Closing. Seller shall, on or before Closing, terminate all service contracts and property management agreements related to the Property.

(c) Seller shall not, without the prior written consent of Buyer, convey any interest in the Property, and Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date hereof, except as permitted hereunder or for normal repairs and maintenance in the ordinary course of business (which matters shall be disclosed to Buyer at or before Closing).

(d) Seller will not make any material alterations to the Property.

4. Title Commitment. Seller shall obtain and deliver to Buyer within 15 days of Acceptance, at Seller's cost, a current commitment for an ALTA Owner's Title Insurance Policy in the amount of the Purchase Price, together with legible copies of all exception documents (the "Title Commitment"). The Title Commitment shall be issued by the Title Company. The Title Commitment shall include, at Seller's cost, a recording gap endorsement. In addition to any and all other conditions and contingencies in this Offer, Buyer's obligation to close this transaction is hereby conditioned and made contingent upon Buyer, prior to expiration of the Approval Period (as hereinafter defined), reviewing and approving, in Buyer's sole discretion, all encumbrances, exceptions, requirements, terms, conditions and other matters contained in or disclosed by the Title Commitment. If, prior to the expiration of the Approval Period, Buyer discovers any condition of title not acceptable to Buyer, in Buyer's sole discretion (hereinafter referred to as a "Title Defect"), Buyer shall notify Seller of same and Seller shall exercise its best efforts to correct such Title Defect. If the Title Defect cannot be corrected in a manner acceptable to Buyer, in Buyer's sole discretion, prior to the date set for Closing, despite Seller's best efforts, Buyer may, at its option: (i) terminate this Offer; or (ii) accept title to the Property subject to such Title Defect and proceed to Closing with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. Any encumbrances not objected to by Buyer or accepted by Buyer as set forth above shall be deemed "Permitted Encumbrances". Notwithstanding the foregoing, Permitted Encumbrances shall not include "Mandatory Cure Exceptions". The term "Mandatory Cure Exceptions" shall be those exceptions that Seller is required to cure and shall include the following: (a) all standard exceptions unless Buyer does not provide a current survey in which event the so-called "survey exceptions" may remain; (b) Seller's existing financing on the Property and any other mortgages; and (c) all mechanics' liens, contractors' liens and all other monetary liens or judgments of a definitive or ascertainable amount.

5. Disclosure Information. Within ten (10) days of Acceptance, Seller shall deliver to Buyer the following true, correct and complete written disclosures: copies of any and all leases, service contracts, contracts, property condition reports, environmental reports and filings, surveys, test results, title evidence, engineering data, soil and geotechnical tests, plans (including, but not limited to site, building, grading, drainage and landscape plans), tax and assessment bills and notices, documentation relating to public infrastructure, services or utilities and all other information, documents and materials relating to the Property available to Seller or in Seller's possession that may be relevant to a reasonable buyer's decision to purchase the Property or relevant to the terms of such purchase (collectively, the "Disclosure Information"). If any additional Disclosure Information is subsequently obtained by or becomes available to Seller, then Seller shall deliver the same to Buyer within three (3) business days, but in any case prior to Closing.

6. Approval Period.

(a) Buyer shall have until the date that is 180 days from Acceptance (the "Approval Period") to review all of the Disclosure Information and to perform the "Due Diligence Activities" (as hereinafter defined). Buyer's obligation to close this transaction is hereby conditioned and made contingent upon Buyer, at Buyer's option

and Buyer's cost, completing and approving, in Buyer's sole discretion, any and all due diligence deemed necessary or appropriate by Buyer in connection with the Property (the "Due Diligence Activities") and Buyer determining, in Buyer's sole discretion (for any reason or no reason), that the Property and the transactions proposed pursuant to this Offer are acceptable to Buyer in all respects.

(b) Buyer's Due Diligence Activities may include, at Buyer's option and without limitation, Buyer reviewing any information available to Buyer relating to the Property and Buyer performing any investigation or testing of the Property it desires including, without limitation, a physical inspection of the Property, and Buyer determining that the condition of the Property is acceptable to Buyer and that the Property is suitable in all respects for Buyer's intended use of the Property and/or Buyer performing, or Buyer determining that Buyer will be able to perform, any and all actions required to make the Property suitable for Buyer's intended use of the Property. Such activities may include, without limitation, the following: (i) Buyer reviewing and approving all of the Disclosure Information; (ii) Buyer verifying to Buyer's satisfaction that all applicable private and governmental laws, rules, standards, covenants, conditions, restrictions, requirements and agreements, including, without limitation, all zoning, subdivision, building and use restrictions and all easements and matters of record, are consistent with Buyer's intended use of the Property; Buyer obtaining, or Buyer verifying to Buyer's satisfaction that Buyer will be able to obtain, all private and governmental permits, certificates and other approvals and all variances, exemptions, waivers, zoning changes and land divisions required for Buyer's intended use of the Property; (iii) Buyer determining that the economic and other feasibility of the Property, the transactions proposed pursuant to this Offer and Buyer's intended use of the Property, are satisfactory to Buyer, including Buyer obtaining any governmental grants, tax credits or other assistance deemed necessary by Buyer; (iv) Buyer obtaining written environmental assessments and/or evaluations of the Property (including "Phase I" assessments and, if Buyer deems necessary in Buyer's sole discretion, "Phase II" assessments, including laboratory testing of soil, water and other substances) from qualified environmental consultants of Buyer's choice, and (v) Buyer obtaining a survey of the Property confirming that the Property is acceptable to Buyer.

(c) Buyer and its representatives may enter upon the Property during the Inspection Period following reasonable notice to Seller for the purpose of conducting its Due Diligence Activities. Seller agrees to cooperate with Buyer in connection with Buyer's due diligence. Buyer hereby covenants and agrees to indemnify, defend and hold Seller harmless from any loss, liability, cost, claims, damages, demands, actions, causes of action, liens, claims of lien and suits resulting from Buyer's activities under this Section 6 (or any activities of Buyer's, employees, contractors, or agents). Notwithstanding the foregoing, Buyer shall have no obligation to indemnify Seller or its agents, employees or officers with respect to: (i) any pre-existing condition which Buyer merely discovers through Buyer's investigation of the Property (including, without limitation, any environmental contamination or other code violations) and (ii) any claims, damages or liability resulting from any act or omission of Seller or Seller's agents, employees or officers, subcontractors, contractors or consultants.

(d) Buyer may terminate this Offer by giving written notice to Seller at any time on or before the expiration of the Approval Period. Upon such termination, this Offer shall be null and void and, if such termination occurs within 90 days of Acceptance, all Earnest Money paid and all interest earned thereon, if any, shall be returned immediately to Buyer. If Buyer fails to give written notice to Seller terminating this Offer as required by this Section, such condition or contingency shall be deemed waived.

7. Closing. This transaction is to be closed ("Closing") at the office of the Title Company no later than thirty days after the expiration of the Approval Period ("Closing Date").

8. Additional Proration's. Buyer shall pay all recording fees, except that Seller shall pay the recording fees for such documents as are required to be recorded to cause title to the Property to be in the condition called for by this Offer. Each party shall be responsible for one half of any closing fees or escrow fees charged by the Title Company.

9. Assignment. Buyer may assign its rights and obligations hereunder without Seller's consent and upon any such assignment the Buyer assigning its rights shall be released from all future obligations and liabilities hereunder.

10. Eminent Domain. If, prior to closing, the Property or any portion thereof is taken by power or exercise of eminent domain or any proceedings are instituted to effect such a taking or the threat of eminent domain arises, Seller shall immediately give written notice to Buyer. In such event, Buyer shall have the option to terminate this Offer, whereupon neither party shall have any further liability to the other under this Offer. If such termination occurs within 90 days of Acceptance, all Earnest Money shall be returned to Buyer. If Buyer does not elect to terminate this Offer, the transactions that are the subject of this Offer shall be completed and Buyer shall receive the proceeds of such condemnation.

11. Authority. Seller has complete power and authority to sell, transfer and convey the Property to Buyer pursuant to this agreement.

12. Brokers. Seller represents and warrants that its has not dealt with any real estate brokers or agents in connection with the transaction contemplated hereunder. Seller indemnifies and holds Buyer harmless from and against any and all liability and cost which Buyer may suffer in connection with any real estate brokers or agents claiming by, through or under Seller seeking any commission, fee or payment in connection with this Offer. Buyer indemnifies and holds Seller harmless from and against any and all liability and cost which Seller may suffer in connection with any real estate brokers or agents claiming by, through or under Buyer seeking any commission, fee or payment in connection with this Offer.

13. Binding Contract. Seller acknowledges that certain conditions and/or contingencies in this Offer may grant Buyer sole and/or other broad discretion to terminate this Offer. It is the intent of Buyer and Seller that this Offer be binding on all Parties and not illusory. Therefore, notwithstanding anything to the contrary contained in this Offer, if Buyer terminates this Offer pursuant to any exercise of Buyer's discretion granted herein that might otherwise make this Offer illusory, Seller shall be entitled

to a termination/option fee from Buyer equal to one hundred dollars (\$100.00), which amount may be deducted from any Earnest Money, as full consideration for the granting of such discretion to Buyer.

14. Amendments. All amendments and/or supplements to this Offer must be in writing and executed by each party hereto.

15. Binding on Successors. The rights and obligations of the Parties hereto shall inure to the benefit of and be binding upon their personal representatives, heirs, successors and assigns.

16. Entire Agreement. The parties acknowledge and agree that at all times they have intended that none of the preliminary negotiations concerning this transaction would be binding on either party, and that they would be bound to each other only by a single, formal, comprehensive document containing this paragraph and all of the agreements of the parties, in final form, which has been executed and delivered by Buyer and Seller. The parties acknowledge that none of the prior oral agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this Offer shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this Offer.

17. Limitation of Remedies. If Buyer defaults, Seller agrees that Seller's sole remedy at law or in equity shall be to retain the Earnest Money paid and accrued interest, if any, as liquidated damages. Seller shall have no right to any other remedies at law or in equity, including the right to specific performance. If Seller defaults under the Offer, all Earnest Money paid and any interest accrued thereon shall be immediately returned to Buyer, and Buyer may exercise any other remedy at law or in equity. Seller waives the right to assert the defense of lack of mutuality in any action for specific performance instituted by Buyer.

18. Notices. Notices required by the Offer shall be given to Buyer and Seller in accordance with the methods selected in lines 35-56 of the Form and as indicated below:

All notices to Buyer shall be sent to:

Anuj Rastogi
225 East St. Paul
Milwaukee, WI 53202
E-mail: arastogi@mkeview.com

With a copy to:

Reinhart Boerner Van Deuren s.c.
Attn: Frank Pitsoulakis
1000 N. Water Street, Suite 1700
Milwaukee, Wisconsin 53202
E-mail: fpitsoulakis@reinhartlaw.com

All notices to Seller shall be sent to:

CR. REAL ESTATE, LLC

Larry Anderson

2101 S. 107th ST

MILWAUKEE, WI 53227

E-mail: lda3030@gmail.com

19. Counterparts. This Offer may be executed in counterparts and all counterparts, which when taken together, shall constitute one, fully integrated Offer. Facsimile or PDF signatures are binding and shall be given full effect.

20. Acceptance. This Offer shall be made binding and enforceable on Buyer and Seller only if each party properly executes and delivers to the other party an identical copy of this Offer no later than the deadline for acceptance stated in Line 22 of the Form; provided neither party has withdrawn its offer prior to that time. For purposes of this Offer, the term "Acceptance" shall mean the date upon which this Offer becomes binding and enforceable on Buyer and Seller.

[Signature Page to Rider to WB-15 Commercial Offer to Purchase]

BUYER:

MILWAUKEE VIEW, LLC

By: _____
Its: _____
Date: _____

SELLER:

CR REAL ESTATE, LLC

By: Harry R. Anderson
Its: Member
Date: 10/24/17

Attachment: Exhibit 3-Irwin School (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON is dated as of October 6, 2017. [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
3 **GENERAL PROVISIONS** The Buyer, Milwaukee View, LLC ("Buyer")
4 _____, offers to purchase the Property known as [Street Address] 428 N. Superior Street
5 _____ in the City
6 of De Pere _____, County of Brown _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 ■ **PURCHASE PRICE:** Four Hundred Thousand and No/100
9 _____ Dollars (\$ 400,000.00)
10 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ 10,000.00 will be
11 mailed, or commercially or personally delivered within five (5) _____ days of acceptance to listing broker or
12 First American Title Insurance Company (the "Title Company")
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: N/A
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or
19 _____
20 ■ **NOT INCLUDED IN PURCHASE PRICE:** N/A
21 _____
22 _____
23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
26 **ACCEPTANCE:** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer
27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE:** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 October 16, 2017
31 secondary offers after binding acceptance of this Offer. Seller may keep the Property on the market and accept
32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS:** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES:** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): _____
39 Buyer's recipient for delivery (optional): _____
40 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)
42 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: See attached Rider
48 Delivery address for Buyer: See attached Rider
49 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): See attached Rider
54 E-Mail address for Buyer (optional): See attached Rider
55 **PERSONAL DELIVERY/ACTUAL RECEIPT:** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

Attachment: Exhibit 3-Irwin School (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____ and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

CLOSING This transaction is to be closed no later than **Thirty (30) days** after the expiration of the Approval Period as defined in the attached Rider, at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and **See attached Rider.**

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- ☐ Current assessment times current mill rate (current means as of the date of closing)
- ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are **Seller represents and warrants that the Property is not leased.**

☐ **ESTOPPEL LETTERS:** Insert additional terms, if any, at lines 100-115 or 277-286 or attach as an addendum per line 479. Seller shall deliver to Buyer no later than _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

RENTAL WEATHERIZATION This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: **None**

is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

ADDITIONAL PROVISIONS/CONTINGENCIES See attached Rider

Property Address: 428 N. Superior Street, De Pere, Wisconsin

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116 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of:
117 _____
118 _____
119 _____ [insert proposed use and type and size of building, if applicable; e.g.,
120 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
121 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
122 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
123 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.
124 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
125 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
126 restrictions affecting the Property and a written determination by a qualified independent third party that none of those prohibit or significantly
127 delay or increase the costs of the proposed use or development identified at lines 116 to 118.
128 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense,
129 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
130 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.
133 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.
135 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken)
136 expense, a ☐ zoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____
137 _____ **CHECK ALL THAT APPLY** for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.
140 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and _____
146 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property, identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights of way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.
150 **CAUTION:** Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.
152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.
157 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**
159 ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
160 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
162 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
164 ☐ Rent roll.
165 ☐ Other _____
166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.
171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.
174 ☐ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

Attachment: Exhibit 3-Irwin School (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)

contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
- d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
- g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.
- o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, walls, driveways, signage or other shared usages; or leased parking.
- p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
- r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
- t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- u. Government investigation or private assessment/audit (of environmental matters) conducted.
- v. Other Defects affecting the Property.

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

(Definitions Continued on page 6)

Property Address: 428 N. Superior Street, De Pere, Wisconsin

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IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 OF 239.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

~~If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 100-115 or 277-285 or in an addendum attached per line 470.~~

~~NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.~~

~~**B. BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.~~

~~BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.~~

FINANCING UNAVAILABILITY. If Seller does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

acceptable loan commitment for other financing to Seller). Buyer shall promptly deliver written notice to Seller of same including copies of and/or rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing. THIS OFFER IS NOT CONTINGENT ON FINANCING.

APPRaisal CONTINGENCY. This Offer is not subject to an appraisal contingency. Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

14. **APPRaisal CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin-licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed-upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed-upon purchase price, accompanied by a written notice of termination.

NOTE: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

ADDITIONAL PROVISIONS/CONTINGENCIES See attached Rider.

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION:** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
320 is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
328 represent Buyer or Seller, (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer, (3) as directed by court order,
329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to
331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
339 concerning earnest money. See Wis. Admin. Code Ch. REEB-18.

Property Address: 428 N. Superior Street, De Pere, Wisconsin

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TITLE EVIDENCE

CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and "Permitted Encumbrances" as defined in the attached Rider.

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 365-371).

PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

ENVIRONMENTAL EVALUATION CONTINGENCY: This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-226) is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

RIGHT TO CURE: Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

Attachment: Exhibit 3-Irwin School (7397 : Resolution #18-127 Authorizing Agreement with Irwin School Development, LLC.)

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
398 remedies.

399 If Buyer defaults, Seller may:

400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

403 (1) sue for specific performance; or

404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

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150 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-440). This Offer is contingent upon
 151 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
 152 a qualified independent inspector or qualified independent third party performing an inspection of
 153 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
 154 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow up inspections
 155 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
 156 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
 157 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
 158 **inspection(s).**
 159 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
 160 knowledge or written notice before signing the Offer.
 161 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
 162 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
 163 objects (Notice of Defects).
 164 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
 165 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ (shall) if neither is stricken have a right to cure the Defects. If Seller has the right to
 166 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 167 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 168 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 169 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but (a) Seller delivers written notice that Seller will
 170 not cure or (b) Seller does not timely deliver the written notice of election to cure.
 171 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
 172 _____, no later than _____. If Seller accepts a bona fide secondary offer,
 173 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
 174 Contingency and _____
 175 _____
 176 **INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
 177 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
 178 null and void.
 179 ☒ **ADDENDA:** The attached Rider _____ is/are made part of this Offer.
 180 This Offer was drafted by [Licensee and Firm] _____
 181 _____ on _____
 182 Buyer Entity Name (if any): Milwaukee View, LLC
 183 (x) _____
 184 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____
 185 (x) _____
 186 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____
 187 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
 188 N/A Broker (By) _____
 189 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
 190 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
 191 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
 192 Seller Entity Name (if any): See attached Rider C.R. REAL ESTATE, LLC
 193 (x) [Signature] MEMBER 10/24/17
 194 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____
 195 (x) _____
 196 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____
 197 This Offer was presented to Seller by [Licensee and Firm] N/A
 198 _____ on _____ at _____ a.m./p.m.
 199 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 200 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

City of De Pere
MEMORANDUM



To: Finance & Personnel Committee
From: Kimberly Flom, Economic Development & Planning Director
Date: September 11, 2018

RE: **Consideration of Developer Agreement terms for the proposed redevelopment of 428 N. Superior Street (Parcel ED-477), also known as the Irwin School.**

Milwaukee View, a development company, currently has a purchase contract for the former Irwin School located at 428 N. Superior Street. The building, constructed in 1924 and later renovated into offices, has been vacant for 10+ years. The Irwin School is listed on both the state and national historic registers and is also part of the North Michigan Street/North Superior Street Historic District. The building was designed using the Collegiate Gothic architectural style. Milwaukee View specializes in residential development, with a particular niche for adaptive reuse of historic buildings.



Property Location

Property History

In 1988, the Council rezoned the property to B2-PDD in order to accommodate the conversion of the school into multi-tenant office space. The building has been vacant for 10+ years.

In 2015, Tadych Investment Partners proposed to rezone the site from B2-PDD to RD-PDD in order to develop 10 single-family homes. The Common Council approved the ordinance by a split vote, which then required a second reading. The request for rezoning was withdrawn prior to the second reading and the rezoning and project did not move forward.

Since then, many have developers reviewed the site for potential residential redevelopment options, but have not moved forward. Many noted cost consideration as a deterrent for renovating the building, given the age, deterioration and obsolescence of the structure

The property is located only a few blocks outside the Downtown core in an established, and historic, neighborhood. Residential infill in this area would likely be in high demand due to the proximity to amenities and the strength of the local school district. Increasing density in near-downtown neighborhoods is one way to bolster the vitality of Downtown De Pere. Preserving historic and high character buildings has been noted as a priority in many of the City's planning and guiding documents.

Redevelopment Proposal

Milwaukee View has the property under contract and proposes to renovate the Irwin School into 8 condominiums and utilizing the balance of the property in order to construct 12 new for-sale townhome buildings. Milwaukee View analyzed multiple development scenarios when researching the site, but none resulted in a positive cash flow without some level of City financial participation. Milwaukee View also explored Historic Tax Credits and HUD Financing, but neither was viable due to the small scale of the project. Because the site has been vacant for so long, the City is able to create blight TID District in order to offer financial assistance.

In order for the project to work, Milwaukee View requests a \$1.5M in Tax Increment Financing in order to cover the projected financial gap. The City is currently in the process of creating a blighted area TID (TID #14) for this property, which will allow expenditure of project costs, including site assembly and developer grants directly related to eliminating blight and rehabilitation of the area. A public hearing at Plan Commission yielded no public comments and the Plan Commission unanimously approved a resolution for the TID.

Proposed Developer Agreement Terms

We propose a TIF incentive for this project that includes the following terms:

- Guaranteed Net Assessed value of \$4,500,000 (current base value of \$574,200 results in \$5,074,200 total assessed value).
- \$2,250,000 Net Assessed Value by January 1, 2020. Balance of Guaranteed Net Assessed value by January 1, 2021.

- Compliance with all City codes, particularly as related to design standards. Common Council approval of Precise Implementation Plan (PIP) for the property. The General Plan and Rezoning to R3-PDD has already been approved.
- Property to remain on the state and federal historic registers.
- 33% TID incentive estimated at \$1,500,000 to be funded in two ways:
 - City assembles project site \$410,000 in 2018.
 - City conveys property to developer for \$1 plus considerations/obligations in the Agreement in 2019.
 - City provides \$1,090,000 developer grant payments to reimburse Developer for Developer expenditures in 2019.
 - \$218,000 after rough in approval of the Irwin School Condominiums.
 - \$218,000 after occupancy of the Irwin School Condominiums.
 - \$218,000 after rough in of first 6 townhomes.
 - \$218,000 after occupancy of first 6 townhomes.
 - \$218,000 after rough in of second 6 townhomes.
- Provision for City to obtain ownership of property if construction does not begin by June of 2019, with a cure period of 90 days.
- Because the project includes the renovation of an existing building and the construction of new buildings, the overall site may have two different Homeowners Associations. Based on further discussions with the developer, it may make sense to have two separate Developer's Agreements or spell out specific differences in one agreement.

Project Considerations

- The site has been vacant and for sale for 10+ years. Although the school is both historically significant and structurally viable, significant expense is needed to convert the building into viable residential units.
- Other traditional financing mechanisms used for adaptive reuse projects, like historic tax credits or HUD financing, do not work on this site due to the small scale of the project.
- The City generally reviews incentive packages as a percentage of the proposed net assessed value. The developer proposes an assessed value of \$4.5M (assessed value of existing site = \$574,200). A \$1.5M developer's grant represents 33% of the net assessed value. Previously approved incentive offers generally fall within 10% to 15% in the industrial parks and 20% to 30% in the downtown.
- While the requested developer incentive is higher than typically reviewed, it is paired with the creation of a new blight TID district, maximizing the time length to recoup the City's investment.
- The property currently generates approximately \$12,000 in annual property taxes. If developed as proposed, the property will likely generate more than \$120,000 in annual property taxes after the TID expires in 2045.
- Current development financial analysis completed by Milwaukee View indicates that some level of financial assistance is likely needed even if the school is demolished.

Project Process

Review of the proposed Development Agreement terms is one of many approvals required for this project. Here is a summary:

R3 Planned Development Zoning – Responsible Party = Developer

1. Pre Application Review – complete
2. Developer submits Rezoning/General Plan Submittal – complete
3. Plan Commission reviews Rezoning/General Plan – complete
4. Council Public Hearing and Ordinance for Rezoning/General Plan (Class II notice) – complete
5. Developer Submits Precise Implementation Plan (PIP) – Pending other approvals
6. Plan Commission reviews PIP – late fall/early winter
7. Council reviews PIP – late fall/early winter
8. Applicant revised PIP per approval conditions - late fall/early winter
9. City issues Approval Memo – project cleared for permits – winter/early spring

Developers Agreement – Responsible Party = City as lead, in collaboration with Developer

1. Terms Negotiated between City and Developer – complete
2. Finance Personnel Committee Reviews Terms -9/11
3. Council Reviews Developers Agreement – Proposed October 2018

TID #14 – Responsible Party = City

1. Resolution to hire TID Consultant – complete
2. Draft Plan Complete and Notifications Sent – complete
3. Joint Review Board (JRB) Meeting 1 (Class I Notice) – complete
4. Plan Commission Public Hearing (Class II Notice) – complete
5. Common Council Resolution - 9/18/19
6. Joint Review Board (JRB) Meeting 2 (Class I Notice) – 9/19/19

Prior to permits

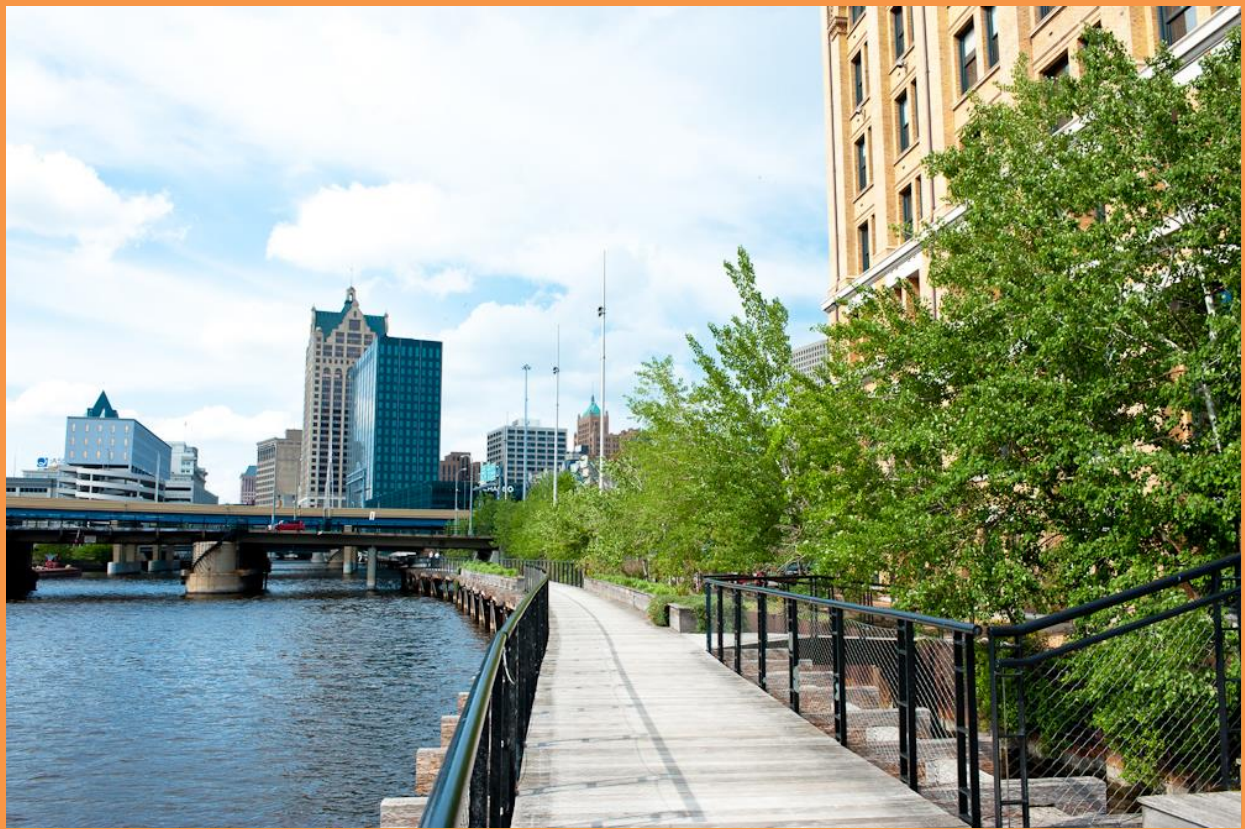
Utility Easement Release - Responsible Party = Developer

Application Submittal – 2 weeks prior to BOPW
 Board of Public Works Review – 2nd Monday of the Month
 Council Review – 1st and 3rd Tuesday of the Month

Land Division (review process will vary depending on type of Land Division – plat/csm/condo)- Responsible Party = Developer

Application Submittal – 2 weeks prior to PC
 Plan Commission Review (if needed) – 4th Monday of the Month
 Council Review (if needed) - 1st and 3rd Tuesday of the Month

Please contact me (kflom@mail.de-pere.org or 920-339-4043) with any questions regarding this item.



MILWAUKEE VIEW, LLC.

INTRODUCTION



Introduction

Overview

A Milwaukee based real estate firm specializing in development, construction, and property management of their privately held portfolio.

MKEView began with the purchase of our first building in Milwaukee's Historic Third Ward in June of 2013. The business was incorporate six months later in January of 2014 with the purchase of our second building in Milwaukee's Riverwest neighborhood.

Corporate Office: 241 N. Broadway, Suite #600, Milwaukee, WI 53202

We are licensed General Contractors for both the state of Wisconsin, and the city of Milwaukee.

Our Mission

To invest, develop, construct, and manage real estate assets professionally and profitably with integrity and focus, consistent with community vision, in markets in which we are considered experts.

Our Philosophy

We are committed to meeting the demands Milwaukee's growing rental market and creating exceptional lifestyle opportunities for our residents. Our rental homes feature high quality finishes, lifestyle amenities, and a social conscience for conservation and sustainability. MKEView's experienced team brings a proven track record that delivers results for our residents, partners, shareholders and community stakeholders.

We have been fortunate to develop great relationships with many valued partners, and look forward to expanding on those existing relationships and building new ones. The experience of our people, their innovative thinking, our commitment to quality and a culture built on trust will continue to be the foundation of the properties that we develop, construct, and own.

MKEView takes its relationships and responsibilities with its customers very seriously. We encourage an environment of professionalism where deeply felt principles and values guide everything we do. We bring passion and purpose to our work, and are committed to providing the highest level of service to our residents, partners and employees.

We believe that achieving our goals is dependent upon our intellectual capital. We are heavily focused on attracting talented people, on recognizing and rewarding excellence, and, most importantly, providing the opportunity for our people to grow through significant investment in their career and their personal development.



Internal Team

MKEView's founding partners have a diverse set of talents and experiences. Don't let the fancy titles confuse you. We spend the vast majority of our time in "Sweat Equity" pursuits. This will certainly change as our company expands, and we grow into our titles, but for now...this is our crew:



Lindsey Bovinet
President/CEO

Responsible for leadership and company vision.

Education:
Bachelor of Arts, UW Stout - 1975

Work History:
Interior Systems Inc. 1979 to current -
Founder/Chairman of the Board



Lindsey Susan Bortner
Business Manager

Responsible for day-to-day management of our business office, leasing, and advertising.

Education:
University of Wisconsin-Milwaukee: Bachelors in
Business-Marketing

Work History:
Laacke & Joys, Interior Systems, Inc.



Laura Bovinet
Creative Manager

Responsible for design development and coordination with architects and designers.

Education:
Columbia College – Study Abroad Italy - 2004
Bachelors Fine Arts – School of the Art Institute of
Chicago – 2006
Ox-Bow Summer School of Art - 2006
Masters Fine Arts – Massachusetts College of Art
and Design - 2011

Work History:
Freelance Artist, Pratt Institute, Crate & Barrel, The
Home Depot, Interior Systems, Inc.



Corey Bortner
Maintenance/Security Manager

Responsible for 24/7 on-call property maintenance, security, safety, and contractor supervision.

Education:
Bachelors - University of Phoenix – Milwaukee - 2011

Work History:
Bergstrom Automotive, Interior Systems Inc., Dawes
Rigging and Crane Rental



Anuj Rastogi
Director of Finance & Investments

Responsible for financial strategy, acquisition & development, and investment across real estate portfolio.

Education:
Cornell University - dual degree in Finance &
Natural Resources

Work History:
Financial consultant for government sponsored
entities in New York City
Alternative investment firm in Milwaukee
Commercial real estate PE group in Milwaukee

External Team


 The logo for Insight Advisors features the word "INSIGHT" in a green, sans-serif font, followed by "ADVISORS" in a white, sans-serif font inside a green rectangular box. A thin vertical dashed line is positioned between the two words.

INSIGHT ADVISORS

Over 30 years of hands-on real estate development and banking experience using strategic vision to advance business. A resourceful, thorough and focused leader with time tested ability to produce results through creative problem solving, vision, alignment of interests and strategic planning. Effective in fast paced, rapidly evolving environments. Specialties: Real Estate and Corporate Advisory, Client Negotiations with Lenders, Real Estate Development, Business Start-Up & Wind Down/Closing, Real Estate Portfolio "Work Out", Receiverships, Settlements to Save Guarantee, Forbearance Agreements, Bank Services, Strategic Planning, M&A, Marketing, Team Building, Investor Relations.


 The Baker Tilly logo consists of a stylized blue bird icon to the left of the words "BAKER TILLY" in a blue, serif font. Below this, the tagline "Candor. Insight. Results." is written in a smaller, blue, sans-serif font.

BAKER TILLY

Candor. Insight. Results.

More than 1,700 professionals strong, Baker Tilly is a full-service accounting and advisory firm with specialized professionals who connect with their clients and their businesses through refreshing candor and clear industry insight. Founded in 1931, they are now one of the top 20 largest accounting and advisory firms in the US. Baker Tilly has achieved dynamic growth while maintaining a commitment to our core values.


 The logo for Reinhart Boerner Van Deuren s.c. features the word "Reinhart" in a large, blue, serif font, with a blue swoosh underline. Below it, "Boerner Van Deuren s.c. Attorneys at Law" is written in a smaller, blue, sans-serif font.

Reinhart

Boerner Van Deuren s.c. Attorneys at Law

Reinhart Boerner Van Deuren s.c. serves business needs with innovation, focus and commitment. More than 200 attorneys are dedicated to providing service efficiently and cost effectively from Reinhart's seven offices throughout the country. Founded in 1894, Reinhart serves public and privately held corporations, financial institutions and family-owned businesses. Throughout its history, Reinhart has relied on entrepreneurship, teamwork and dedicated service to help its clients achieve their business goals.


 The logo for Continuum Architects + Planners, S.C. features the word "CONTINUUM" in a large, green, serif font, with a stylized green "C" that incorporates a circular element. Below it, "ARCHITECTS + PLANNERS, S.C." is written in a smaller, green, sans-serif font.

CONTINUUM

ARCHITECTS + PLANNERS, S.C.

Falamak Nourzad, Ursula Twombly and Robert Barr formed Continuum Architects + Planners in the summer of 1996. Their architectural practice is built on the diverse professional experiences of the partners and key staff. The firm's experience spans housing, offices, laboratories, healthcare, industrial, retail, and educational facilities. The partners are committed to maintaining the firm's medium size to better serve clients in a more personal environment. This vision of architecture as positive and personal remains the bedrock of Continuum's philosophy.

Current Market Rates +0.25% \$1,500,000 Taxable G.O. Bonds Dated December 1, 2018	
Amount for Projects.....	\$1,500,000
Capitalized Interest.....	\$0
Cost of Issuance (est.).....	\$41,823
Rounding.....	\$2,943
Less: Reoffering Premium.....	\$44,770



Robert W. Baird & Co. Incorporated ("Baird") is not recommending any action to you. Baird is not acting as an advisor to you and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934. Baird is acting for its own interests. You should discuss the information contained herein with any and all internal or external advisors and experts you deem appropriate before acting on the information. Baird seeks to serve as an underwriter (or placement agent) on a future transaction and not as a financial advisor or municipal advisor. The primary role of an underwriter (or placement agent) is to purchase, or arrange for the placement of, securities in an arm's length commercial transaction with the issuer, and it has financial and other interests that differ from those of the issuer. The information provided is for discussion purposes only, in seeking to serve as underwriter (or placement agent). See "Important Disclosures" contained herein.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Planning

FROM: Kelly Barker

SUBJECT: Resolution #18-128 Authorizing Second Amendment to Agreement Between the City of De Pere and GRAEF-USA, Inc. (James Street Streetscape Design Services).

ATTACHMENTS:

- Reso18-128 (DOCX)
- Consultant Agreement Amendment 2nd-GRAEF(James Street Streetscape Design)12-18-157-003-17 (PDF)
- Exhibit D-GRAEF Consultant Agreement 2nd Amendment (PDF)
- Consider_Engineering_James_Council_Memo121818Final_ (PDF)

RESOLUTION #18-128

AUTHORIZING SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF DE PERE AND GRAEF-USA, INC.
(James Street Streetscape Design Services)

WHEREAS, the City of De Pere and GRAEF-USA, Inc., d/b/a GRAEF, are parties to an Agreement concerning James Street Streetscape Design Services dated February 6, 2018 and amended July 10, 2018 (the Agreement); and

WHEREAS, the parties wish to amend the Agreement to incorporate additional schematic design, design development, construction administration services and related fees therefor upon the terms and conditions set forth in the Second Amendment attached hereto and incorporated by reference as Exhibit 1; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Second Amendment to Agreement Between the City of De Pere and GRAEF-USA, Inc. (Exhibit 1), subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

If the total project costs exceed \$600,000, the amount in excess thereof shall be taken from the 2018 Capital Projects Fund, if such funds are available. If such funds are not available, such overage shall be taken from TID #7.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Resolution #18-128
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of
December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-128 (7715 : Resolution #18-128 Graef Amendment to James Street Agreement.)

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES
BETWEEN THE CITY OF DE PERE AND GRAEF-USA, INC.
(James Street Streetscape Design Services)**

This Second Amendment is entered into this ____ day of _____, 201__, with respect to the Agreement for Services by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and GRAEF-USA, Inc., d/b/a GRAEF, a Wisconsin corporation ("Consultant") (collectively "the Parties") dated February 6, 2018 and the Amendment thereto dated July 10, 2018, (collectively "Agreement"), which Agreement is incorporated herein by reference.

The Parties wish to incorporate additional schematic design, design development, construction administration services and related fees therefor as part of the James Street Streetscape Design Services project.

1. Pursuant to Section II. Scope of Consulting Services, the terms and conditions of this Second Amendment are as described in the second supplemental proposal attached hereto and incorporated herein as Exhibit D, in an amount not to exceed \$157,129.
2. Terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. In the event of any inconsistency between the terms of this Amendment and the Agreement, this Amendment shall control. All other terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the day and year first above written.

GRAEF-USA, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Patrick J. Skalecki, PE
Principal/Green Bay Office Manager

By: _____
Michael J. Walsh, Mayor

By: _____
Burt J. Naumann
Senior Vice President

By: _____
Shana D. Ledvina, Clerk-Treasurer

J:\Law\Agreements\2018\Consultant Agreement Amendment 2nd-GRAEF(James Street Streetscape Design)12-18-157-003-17.docx

1150 Springhurst Drive, Suite 201
 Green Bay, WI 54304-5950
 920 / 592 9440
 920 / 592 9445 fax
www.graef-usa.com



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December 11, 2018

Mr. Bill Boyle, PMP, GISP
 Project Manager
 City of De Pere
 Economic Development and Planning Department
 335 South Broadway
 De Pere, WI 54115

SUBJECT: James Street Streetscape Design Services
 Amendment #2 – Additional Services for Design Development, Construction Documents, Bidding, and Construction Administration

Dear Bill:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal to amend our services to City of De Pere (Client). We anticipate that a standard City of De Pere Contract Amendment will be prepared and executed to amend our Agreement dated February 16, 2018.

This proposal is for professional services for James Street Streetscape Design Services (Project). This proposal is subject to the terms and conditions of the Agreement.

It is our understanding that the nature of the Project is streetscape design services as described in Exhibit A and Exhibit B of the base contract dated February 16, 2018.

For this Project, GRAEF proposed to provide the following additional Basic Services:

SCHEMATIC DESIGN & DESIGN DEVELOPMENT

Additional schematic design and design development work occurred over the course of the contract due to changes in schedule, decision-making with the City, additional requested design options and submittals for City review. The original scope from February 16, 2018 included one submittal between the Plan Commission review and selection of the final concept; our actual during that same time period was six.

The increase in the total project compensation due to additional meetings, design revisions and refinement, and submittals in schematic design is \$2,900.00.

The increase in the total project compensation due to design changes to the preferred concept and preparations for the October 16, 2018 City Council meeting is \$2,666.00.

The increase in the total project compensation due to additional refinement beyond original scope during design development is \$2,934.00.

Exhibit D



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CONSTRUCTION DOCUMENTS

For the purposes of this proposal, services for the Construction Document (CD) Phase shall begin once the Design Development (DD) phase has been approved by Client and notice to proceed is given.

CIVIL AND LANDSCAPE ARCHITECTURE

- Participate in initial kick-off meeting with Client and design team to discuss methodology, schedule, and overall goals and objectives.
- Conduct supplemental topographic and utility field survey to collect additional required data for CD phase, as necessary (8 hours effort estimated).
- Provide coordination with appropriate municipal and site utility agencies to identify applicable permitting, connections, relocations, and/or easements required for the work.
- Participate in 3 web-based design coordination meetings
- Refine DD-level concept to address final construction budget, selection of site furnishings and accent lighting, and any changes in design intent or further Client input-received beyond the approved conceptual package provided to the City Council on October 16, 2018, including:
 - Revise DD-level conceptual rendering to reflect any further input or direction-received.
 - Prepare up to 2 or 3 refined water wall design alternatives, with associated design imagery and proposed materials and finishes.
 - Prepare preliminary opinion of probable construction costs for revised DD-level design.
 - Participate in one design coordination meeting with Client to review refinements to the DD-level concept, water wall alternatives, final site furnishings and amenities, and gain Client approval and selection of preferred alternatives.
- Based on Client input and approvals-received for the DD-level design, prepare Construction Documents to include the following:
 - Construction Plans:
 - Existing Conditions Plan
 - Site Demolition and Erosion Control Plan
 - Site Layout and Materials Plan and Details (to include the following site furnishings: decorative tree grates, benches, moveable tables & chairs, trash/recycling receptacles, and bicycle racks)
 - Water Wall layout plan, details, and specifications for a complete design that meets all applicable codes and permitting requirements. Includes structural design for waterproof lower concrete basin and concrete foundation, assumed to be a spread footing.
 - Site Grading & Drainage Plan
 - Site Utility Plan
 - Typical Sections
 - Street Plan and Profile Drawing(s)
 - Sanitary Sewer Plan and Profile Drawing(s)



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- Street Signage & Striping Plan
- Street Cross-Section Drawings
- Pavements, Utility & Erosion Control Construction Details
- Landscape Plan
- Landscape Notes, Details and Plant Materials List
- Performance-based Irrigation Plan and Details
- Prepare and submit construction documents to Client for review and comment at 60%, 90%, and 100% complete.
- Assist with preparation of front-end sections by editing City standard documents for Client use.
- Prepare technical specifications in CSI format (including performance-based irrigation design). City Standard Specifications (most recent version) will be utilized or edited as appropriate and supplemented by GRAEF specifications as needed.
- 90% preliminary construction documents shall be used in submittals for agency permitting and approvals.
- Complete agency coordination and preparation of draft permits applications for Client submittal and/or review including:
 - Sanitary Sewer Extension Permit, as needed
 - Water Main Extension Permit or DSPS Plumbing Review (as applicable)
 - Regional plan commission 208 review letter, as needed
 - GBMSD sanitary sewer extension approval letter, as needed
- Prepare final opinion of probable construction costs.

ELECTRICAL

- Field verification of existing lighting, controls, and electrical service.
- Demolition plans for existing lighting poles and fixtures to be removed.
- Exterior/Landscape lighting layout in conjunction with Landscape Architecture plans.
- Fixture selection and schedule in conjunction with Landscape Architecture plans and owner input.
- Landscape lighting controls, sequence of operation, wiring diagrams/details, and specifications.
- Power distribution to lighting, lighting controller, water feature pump, irrigation pump, convenience receptacles.
- New electrical utility meter/service per utility requirements; coordination with electric utility.
- Empty conduit and junction boxes as required for City provided WiFi access points.
- Specifications in CSI format.
- Attend web-based coordination meetings (up to 3), and design review/coordination meeting on site/at City (1).



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BIDDING ASSISTANCE

CIVIL AND LANDSCAPE ARCHITECTURE

- Meet with City for final Bid Document review
- Assist the City with placement of Advertisement for Bids.
- Post Bidding Documents on QuestCDN.
- Respond to contractor questions and inquiries during the bidding process.
- Prepare Addenda as required (max of one (1) addendum assumed)
- Attend Bid Opening.
- Review bids submitted, prepare detailed bid tabulation, and provide recommendation on award.

ELECTRICAL

- Assistance during bidding and construction; respond to electrical RFIs, review electrical submittals.

CONSTRUCTION ADMINISTRATION

CIVIL AND LANDSCAPE ARCHITECTURE

- Prepare Contract for execution. We expect 3 hard copies will be needed.
- Facilitate a Preconstruction Conference.
- Provide one-time construction staking, for street and sanitary sewer improvements (limited to 40 hours effort).
- Review contractor submittals, such as samples, product data, shop drawings, and applicable mock-ups.
- Review structural plans sealed by professional engineer for private wall design at 124 N. Broadway Street. Plans will be reviewed for structural capacity and proper subgrade preparation for street construction.
- Respond to contractor requests for information (RFIs).
- Conduct periodic site visits to review progress and address critical issues. We have assumed 2 hours per week for 8 weeks for a senior engineer (\$149/hr).
- Perform construction observation for review of work in conformance with specifications. We have assumed construction representation would be 40 hours per week for 8 weeks for a project technician (\$98/hr). Landscape Architecture to provide one observation visit and report at 75 percent construction.
- Attend construction meetings. Meetings assumed to be held one hour per week. Landscape Architecture to participate in up to four meetings via web-based conference call.
- Complete daily field logs, weekly summary reports of progress, and collect/assemble test reports.
- Complete quantity measurements of completed work or collect appropriate documentation of materials.
- Review provide recommendations on Contract Change Orders and Payment Applications.



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- Provide one site visit at 100 percent construction and prepare punch list report and verification.
- Attend one (1) meeting of City Council, citizens, and utilities for project coordination and update.
- Perform as-built topographic and utility field survey (limited to 12 hours effort)
- Prepare Record Drawings for all new utility and roadway improvements from as-built survey and markups provided by the Contractor.
- Compile and assemble construction documentation and deliver to City.

ELECTRICAL

- Field visit (1) to review final lighting and electrical installation, including report of findings.

WIND WALL DESIGN AND COORDINATION

This task is broken out separately due to the specialty nature of the feature wall. This scope covers the design and engineering of the feature by GRAEF, based on the submittal drawings dated October 16, 2018. Should it be determined that the City will work directly with an artist or specialty fabricator prior to this work being completed by GRAEF, then this scope may be revised accordingly.

Due to the custom nature of the feature it may not follow the same construction and sequencing of the other Basic Services.

Design of the wind wall feature is assumed to be a custom-fabricated, artistic element which follows the design intent of the conceptual package provided to the City Council on October 16, 2018. The feature will be designed by GRAEF with input and direction from City staff. The anticipated scope includes:

- Concept Design Work:
 - Provide two final design concepts of the wind wall feature illustrating the materials, colors, and overall shape of the moving elements.
 - Participate in one design coordination meeting with Client to review wind wall alternatives and gain Client approval and selection of preferred alternative.
- Refinement Design and Engineering:
 - Participate in one design and engineering coordination meeting with the Client and metal fabricator.
 - Preliminary engineering and specifications for the purpose of coordinating with selected metal fabricator to provide mockup of preferred alternative.
 - Participate in meeting with Client and fabricator to review and test the mockup.
- Construction Documents:
 - Provide structural design for the frame, moveable infill panel, and concrete foundation; assumed to be a spread footing.



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- Prepare performance specifications for wind wall feature and concrete foundation in CSI format.
 - Prepare opinion of probable construction costs for concrete foundation. Metal fabricator to provide cost information for 'wind' infill panel portion of the element.
- Assumption: The City to contract with an architectural/specialty metal fabricator during the design phase, and that the fabricator to provide feedback and fabrication and installation cost estimates, and a working mockup of a portion of the wall during design and Construction Documents phase. Mockup referenced in this scope is to be provided by the fabricator.

PROJECT ASSUMPTIONS

For the purposes of this proposal, the following assumptions have been made. Any departures from this list may require adjustment to the proposed scope or design fees.

- Total project construction budget is \$400,000.00 for the portion of the design as indicated within the submittal package to the City Council dated October 16, 2018, per the cost opinion of probable construction costs developed during the design development phase. This construction budget estimate does not include the road reconstruction or other utility replacement.
- Approved design concept assumes survival of the existing mature honeylocust trees, however, the process of demolition and construction may warrant removal of some, or potentially all, of the trees. The City Forester will oversee the work and determine whether any additional existing trees need to be removed. Any design revisions necessary to address this potential condition are not included in Basic Services.
- We will retain the services of a water feature sub-consultant and provide regular design coordination as necessary. Overall size of water wall is assumed to be 4' to 6' H x 10'L. Anticipated construction cost of the water wall is estimated to be between \$85,000 and \$95,000.
- Water wall submittals during construction administration, including final detailing, installation drawings, specifications, and shop drawings will be provided by water wall consultant during Construction Administration phase and will be provided as part of the water wall bid price.
- Contractor shall provide all applicable permitting and approvals as part of work.
- Performance-based irrigation design shall also include locations for 2 or 3 quick couplers within the plant bed areas.

GRAEF will endeavor to perform the proposed additional Basic Services in accordance with a mutually agreed-upon schedule.

The following Additional Services are not included as Basic Services but can be provided at your request for additional compensation on an hourly rate and direct expense basis:

- Attendance at additional Agency review or other public meetings.



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- Design for site signage or interpretive graphics.
- Colored renderings of the overall plaza design, water wall, and wind wall specialty features.
- Prepare Addenda or Construction Bulletins, as requested, to respond to changes in design direction beyond what is outlined within the "Bidding Assistance" task, above.
- Additional site visits during design or construction
- Participation in additional meetings, beyond those noted in Basic Services.
- Prepare color renderings, 3D graphics, or other graphic plans for presentations.
- Prepare Record Drawings for landscaping from markups provided by the Contractor.

It is our understanding that you will provide the following services, items and/or information:

- Geotechnical report, including recommendations for pavement design, soil borings, and analysis will be provided by the Client. Existing soil conditions are assumed to be sufficient to support a spread footing design for the water and wind wall elements.
- City to provide permit and review fees.
- City to contract directly with the specialty metal fabricator for the fabrication and installation of the Wind Wall feature.

You agree to compensate GRAEF for all additional Basic Services noted above on an hourly rate and direct expense basis with a Not to Exceed (NTE) fee of:

• Schematic Design, Design Development and Construction Documents	\$74,452
• Bidding Assistance	\$3,601
• Construction Administration	\$63,675
• Wind Wall Design and Coordination	\$6,903
• Water Wall Subconsultant	\$8,498

Total Not to Exceed (NTE) Fee: \$157,129

Compensation on an hourly basis to be per the attached current professional rate table. Direct expenses are included in the NTE fee noted above.

As noted, we assume the City will be using the standard City of De Pere contract amendment documents to formally include this work into our contract. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

Graef-USA Inc. looks forward to providing additional services to the City of De Pere and continuing with this exciting project. Please call us at (920) 405-3821 if you have any questions regarding this proposal.

[signature page follows]



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Sincerely,

Graef-USA Inc.

A handwritten signature in black ink, reading "Patrick J. Skalecki".

Patrick J. Skalecki, PE
Principal/Green Bay Office Manager

A handwritten signature in black ink, reading "Kristan Grygiel Sanchez".

Kristan Grygiel Sanchez
Project Manager



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One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

PROFESSIONAL SERVICES FEE SCHEDULE

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 192.00
Group Manager (P8)	\$ 179.00
Senior Professional (P7)	\$ 169.00
Professional (P6)	\$ 159.00
Professional (P5)	\$ 149.00
Professional (P4)	\$ 139.00
Professional (P3)	\$ 126.00
Professional (P2)	\$ 113.00
Professional (P1)	\$ 100.00
Senior Technician/Inspector (T6)	\$ 126.00
Senior Technician/Inspector (T5)	\$ 119.00
Senior Technician /Inspector (T4)	\$ 110.00
Technician/Inspector (T3)	\$ 98.00
Technician/Inspector (T2)	\$ 87.00
Technician/Inspector (T1)	\$ 70.00
Survey Crew - 1 Person	\$ 130.00
Survey Crew - 2 Person	\$ 190.00
Administrative	\$ 70.00

Automobile travel will be billed at the current federal rate of 54.5 cents per mile.

Survey vehicles will be billed at 75 cents per mile.

LIDAR scanner will be billed at \$150/hour.

Unmanned Aircraft System (UAS) will be billed at \$75/hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at cost plus 5 percent.

City of De Pere MEMORANDUM



To: City Council
 From: Bill Boyle, GIS Manager/Project Manager
 Date: December 18, 2018
 RE: Consider Graef Amendment to James Street Agreement

Background/Summary

On October 16th 2018, the City Council approved the preferred streetscape design for James Street.

Since that time, we have worked collaboratively with our consultant Graef USA Inc., to refine the preferred design. Originally Graef's project scope was to develop the design to a 30% complete construction document set. Once delivered, the Graef 30% plans were to be completed for construction, bid and inspected by City Engineering Staff. That plan included the reimbursement of City staff time at the usual rate applied for engineering services. The Engineering Department also planned on designing and managing construction of a reconstruct of the street itself. We recently learned that due to unexpected projects, engineering would not have the capacity to perform the services required on the James Street project. In an effort to keep the project on schedule for anticipated spring 2019 construction, we approached Graef to develop an additional scope of service to provide all the engineering necessary for the streetscape project, as well as, the engineering required for the already planned reconstruction of James Street and the associated utilities.

After working with Graef to ensure the scope met our needs, we were presented with the attached proposal for your review. The proposal encompasses the remaining design, engineering and oversight for both the streetscape portion of the project as well as the simultaneous asphalt street, curb and gutter and utility reconstruction projects.

It is still our goal to bid the project in time for spring 2019 construction. A February bid will likely result in the most reasonable construction pricing. Any delay in the decision to move forward will make a February bid highly unlikely, and delay construction to fall of 2019 at the earliest.

The current cost estimate for the streetscape project is detailed below for your consideration. This project is proposed to be funded from TID 7 (\$500,000) and the Street Management Capital Projects fund (\$100,000). These estimates cover the pedestrian realm portion of the streetscape.

James Street Streetscape Project Budget (includes street reconstruct and pedestrian streetscape):

\$400,000- Estimated Streetscape Hard Costs
 \$100,000 – Estimated street reconstruct hard costs
 \$157,129- Graef engineering proposal.
 \$ 3,500- Design scope change.
 \$ 8,000- Soft Cost Contingency (unexpected items, soil borings, permitting, etc) .

Attachment: Consider_Engineering_James_Council_Memo121818Final_ (7715 : Resolution #18-128 Graef Amendment to James Street

\$ 20,000- Construction Contingency (Very Conservative 5% contingency).

\$688,629- Total Anticipated budget.

\$ 88,629- Potential over budgeted amount as presented.

The cost overruns in the current budget are due to the following:

- Addition of engineering costs for the street reconstruct portion that previously would have been absorbed by completing that portion of the project in house.
- The timing and scheduling need of the project in order to have a bid set ready for early 2019.
- Shifting the project scope and utilizing a consultant.

Some of the costs noted above are still estimates. In particular there is some concern that the street reconstruct costs, currently estimated at \$100,000 could come in higher. As the project moves forward, we will continue to seek cost savings in order to keep the project on budget.

Funding for the extra \$88,629 is proposed to come from any excess in the 2018 Capital Funds account. If funding in that account is not available, TID #7 funds will be used.

The amended scope of services, in order to, authorize Graef to continue work on this project, is attached for your review. Because this is an amendment to the existing contract, and due to the timing of this project, this item has not been reviewed by the Finance and Personnel Committee.

If you have any questions on this item, please don't hesitate to contact Bill Boyle (920-339-4043 – bboyle@mail.de-pere.org) or Kim Flom (920-339-2370 – kflom@mail.de-pere.org)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #18-129 Revising Sewer Service Rates (December 2018).

The Board of Public Works, at the December 10, 2018 meeting, approved the 2018-2019 sewer rate study as presented and moved to send it to Common Council for approval. The above motion passed unanimously with a 5-0 vote.

To: Honorable Mayor and Members of Public Works Committee
 From: Joe Zegers, Finance Director
 Date: December 6, 2018
 Subject: 2018-2019 Sewer Rate Study

I have attached the Wastewater Rate Study prepared by Schenck for your consideration for the December 10, 2018 Public Works Committee meeting. A representative from Schenck will attend the meeting and go through the details of the report for you. The report includes the recent Green Bay Metropolitan Sewerage District (GBMSD) 2019 rates which were approved by their Commission December 5th, 2018. The adopted 2019 GBMSD budget is attached for your review.

The attached projected operating statements reflect a zero rate increase for sewer bills targeting the 1st quarter billing mailed to general customers in the billing received in late March 2019. The statements reflect a slight rate decrease for billings to the paper mill customers beginning with their January 2019 invoice as they are billed monthly. The analysis indicates an estimated \$371,578 surplus for 2018 and a projected \$647,727 surplus for 2019.

The model with the present 2019 City rates shows the **average** quarterly residential bill remaining at the 2018 average of \$140.83 for the 1st quarter of 2019 which is shown on page 5 of the report. The report also shows on page 6 & 7 the stable costs for the four operating paper mills from 2018 to 2019. The new rates directly pass on the GBMSD treatment and daily monitoring rates to the paper mills and also include a treatment administrative fee of \$16,800 per year as well as revising the collection fee for the Sonoco and Expera mills that do not have their own dedicated line that goes directly to the treatment plant as in the case of Fox River Fiber.

You will also find an additional page at the end of the attachment of a calculation of the additional increase needed on the general customer sewer bills to generate additional cash for the sewer utility. The table shows additional percent increases of 1% to 5% above the unchanged general customer rates indicated in the study that would be required to generate additional cash in \$50,000 increments. This is presented for your review and consideration if you want to propose raising the unchanged 2018 sewer rate above the amount in the rate study. The cash balance at December 31, 2017 was \$455,144 which after the projected 2018 results on page 1 of the report is estimated to be roughly \$825,000 at December 31, 2018. The sewer utility's cash position has greatly improved over the last two years and represents roughly 8% of the sewer utility operating budget for 2019. I would recommend approving the sewer rates as presented in the report for 2019 given the cash position improvement and the realization that water rates for 2019 are projected to increase in the 2019 budget substantially pending the results of the City's water rate increase application to the Public Service Commission.

Feel free to contact me should you have any questions on this and I will also be at the Board of Public Works meeting on December 10th, 2018.

ATTACHMENTS:

- Reso18-129 (DOCX)
- Exhibit A-B Sewer Rate Study(PDF)
- De Pere Sewer Rate Study 2018 DRAFT (revised) (PDF)
- 20181206143839293 (PDF)

RESOLUTION #18-129
REVISING SEWER SERVICE RATES
(December 2018)

WHEREAS, pursuant to §70-8 De Pere Municipal Code, the Common Council is charged with establishing sewer service rates; and

WHEREAS, the City is in need of revising its sewer rates to ensure revenues to cover the operation and maintenance of the City's sewerage system in a fair and proportional manner; and

WHEREAS, the rates as set forth in Exhibit A accomplish such rate structure; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The rate structure attached as Exhibit A, which results in the Collection Volume Charge – All Customers as shown on Exhibit B, is hereby approved and adopted by the Common Council for:

- (1) general sewer billings due on and after April 20, 2019; and
- (2) industrial sewer billings for service effective January 1, 2019.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso18-129 (7711 : Resolution #18-129 Revising Sewer Service Rates (December 2018).)

City of DePere
Summary of Proposed Wastewater Rates - 2019

Collection Fixed Charges

General Customers	
Meter Size	Quarterly Rate
.75 Inch	\$ 28.00
1 Inch	\$ 70.00
1.5 Inch	\$ 140.00
2 Inch	\$ 224.00
3 Inch	\$ 420.00
4 Inch	\$ 1,260.00

Paper Mills

Daily monitoring charges are a direct pass through from NEW Water
estimated at \$5,000 per month

Collection Volume Charge - All Customers

\$ 2.782 per 1,000 gallons

Note: Paper Mills volume charge is up to a maximum of 15% of Collection System Expenses allocated to
the Flow Rate - for 2019: \$145,400

Treatment Fixed Charges

General Customers	
Meter Size	Quarterly Rate
3/4 Inch	\$ 3.30
1 Inch	\$ 8.25
1.5 Inch	\$ 16.50
2 Inch	\$ 26.40
3 Inch	\$ 49.50
4 Inch	\$ 148.50

Paper Mills

Monthly Administrative Fee \$ 1,400

Annual Fixed Charge \$ 941,425

*The annual fixed charge will be allocated to the paper mills (not including Fox River Fiber) on a monthly
basis based upon actual units each month*

Treatment Variable Charges

General Customers

\$ 4.52 per 1,000 gallons

Paper Mills- direct pass through from NEW Water

Flow	\$0.72428/ thousand gallons
BOD	\$0.29558/ pound
TSS	\$0.26732/ pound
Phosphorus	\$0.44398/ pound
TKN	\$0.74148/ pound

City of DePere
Analysis of Collection Volume Charge with Additional Surcharge Amounts

Collection Volume Charge- All Customers

Incremental revenue generated		Volume Charge		% increase in total charges to general customers
\$	-	\$	2.782 per 1,000 gallons	0.00%
\$	50,000.00	\$	2.870 per 1,000 gallons	0.93%
\$	100,000.00	\$	2.957 per 1,000 gallons	1.87%
\$	150,000.00	\$	3.045 per 1,000 gallons	2.80%
\$	200,000.00	\$	3.133 per 1,000 gallons	3.74%
\$	250,000.00	\$	3.220 per 1,000 gallons	4.67%

Attachment: Exhibit A-B Sewer Rate Study (7711 : Resolution #18-129 Revising Sewer Service Rates (December 2018).)

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**CITY OF DEPERE
WASTEWATER UTILITY
PROPOSED RATES
DECEMBER 2018**

Attachment: De Pere Sewer Rate Study 2018 DRAFT (revised) (7711 : Resolution #18-129 Revising Sewer

**City of DePere Wastewater Utility
Proposed Rates
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City of DePere Wastewater Utility
Projected Operating Statements

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Attachment: De Pere Sewer Rate Study 2018 DRAFT (revised) (7711 : Resolution #18-129 Revising Sewer

PROJECTED OPERATING STATEMENTS

Revenues and Other Sources

User charges - general customers

User charges- paper mills

NEW Water treatment charges

Fixed administrative charges

Collection charges - variable

Forfeited discounts

Collection on receivable from NEW Water

Total Revenues Other Sources

Expenses and Other Uses

Treatment charges

General customers

Paper mills - pass through

Fixed Charge

General customers

Paper mills - pass through

Operation and maintenance

Sewer share of meter reading expenses

Capital replacement outlay

NEW Water annual debt service requirements

Current principal and interest payments

Total Expenses and Other Uses

Excess Revenues (Expenses)

				with increase
	Actual 2016	Actual 2017	Projected 2018	Estimated 2019
\$	4,699,496	\$ 4,933,193	\$ 5,050,000	\$ 5,155,230
	3,900,760	4,247,920	3,940,137	4,228,857
	39,600	50,400	81,890	67,200
	217,817	259,335	528,525	326,603
	69,528	46,722	48,000	48,000
	-	320,970	160,485	160,485
	8,927,201	9,858,540	9,809,037	9,986,374
	1,865,059	1,829,585	1,456,271	1,427,923
	3,169,260	3,240,660	3,009,980	2,683,987
	398,390	557,908	663,385	845,538
	730,626	1,007,260	1,325,098	1,544,870
	942,942	864,428	1,132,906	1,134,410
	151,966	115,553	120,000	125,000
	1,033,253	959,971	1,282,000	1,127,000
	31,275	31,275	31,275	31,275
	385,635	413,116	416,544	418,644
	8,708,406	9,019,756	9,437,459	9,338,647
\$	218,795	\$ 838,784	\$ 371,578	\$ 647,727

**City of DePere Wastewater Utility
Calculation of Revenue Requirement and Proposed Rates - Treatment**

GENERAL CUSTOMERS

Costs to be recovered:

Treatment charges
Fixed portion allocated to variable
Less: Collection on receivable from NEW Water
Less: Recovery of administrative expenses
Totals

2019 Estimated	
Fixed	Variable
845,538	1,427,923
(300,000)	300,000
(160,485)	-
(67,200)	-
<u>\$ 317,853</u>	<u>\$ 1,727,923</u>

FIXED CHARGES - GENERAL CUSTOMERS

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,442	1.00	\$ 3.30	\$ 13.20	\$ 111,434
1"	136	2.50	8.25	33.00	4,488
1 1/2"	121	5.00	16.50	66.00	7,986
2"	82	8.00	26.40	105.60	8,659
3"	46	15.00	49.50	198.00	9,108
4"	22	45.00	148.50	594.00	13,068
	<u>8,849</u>				<u>\$ 154,744</u>

VARIABLE CHARGES - GENERAL CUSTOMERS

Metered Flow

Gallons Billed

Actual 2017	Projected 2018	Estimated 2019
498,986,600	504,894,374	505,000,000

Proposed Treatment Rate - General Customers

Variable Costs

Proposed Rate per thousand	Metered Water Flow	Recovery of Costs
\$ 4.52	505,000,000	\$ 2,282,600

PAPER MILLS

Actual Expenses

Wastewater treatment charges

Paper Mills- variable charge

Paper Mills- fixed charge

Actual 2016	Actual 2017	Projected 2018	Estimated 2019
\$ 3,169,260	\$ 3,240,660	\$ 3,009,980	\$ 2,683,987
\$ 730,626	\$ 1,007,260	\$ 1,325,098	\$ 1,544,870

Treatment Rates - Paper Mills

Variable treatment charges will be a direct pass-through from NEW Water

Fox River Fiber is included in the NEW Water budget as a separate customer. Fixed treatment charges of \$553,358 have been directly allocated to them. In addition \$752,968 of the fixed charge to the City has been allocated to the remaining paper mills.

Treatment Fixed Administrative Fee

Allocation of 10% of 2019 budgeted administrative costs - total \$680,685

Charged equally to four paper mills - rate of \$1,400 per month

Allocation of Costs

\$ 1,400

City of DePere Wastewater Utility
Projected Expenses and Calculation of Revenue Requirement - Collection System

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PROJECTED EXPENSES AND OTHER USES

Operation and maintenance
 Sewer share of meter reading expenses
 Capital replacement outlay
 NEW Water annual debt service requirements
 Current principal and interest payments

Total Expenses and Other Uses

Actual 2016	Actual 2017	Projected 2018	Projected 2019
\$ 942,942	\$ 864,428	\$ 1,132,906	\$ 1,134,410
151,966	115,553	120,000	125,000
1,033,253	959,971	1,282,000	1,127,000
31,275	31,275	31,275	31,275
385,635	413,116	416,544	418,644
<u>\$ 2,545,071</u>	<u>\$ 2,384,343</u>	<u>\$ 2,982,725</u>	<u>\$ 2,836,329</u>

Allocation of Expenses	
Fixed	Variable
\$ 165,000	\$ 969,410
125,000	-
900,000	227,000
31,275	-
418,644	-
<u>\$ 1,639,919</u>	<u>\$ 1,196,410</u>

REVENUE REQUIREMENT- COLLECTION SYSTEM

Expenditures and Other Uses

Recovered through fixed charges to general customers
 Recovered through volume charges to all customers

Total Revenue Requirement - Collection System

\$ 1,639,919
1,196,410
\$ 2,836,329

City of DePere Wastewater Utility
Proposed Rates - Fixed and Volume Charges - Collection System

FIXED CHARGES - GENERAL CUSTOMERS

Costs to be recovered:

	2019 Estimated
Operation and maintenance - fixed portion	165,000
Sewer share of meter reading expenses	125,000
Capital replacement outlay	900,000
NEW Water annual debt service requirements	31,275
Current principal and interest payments	418,644

Total	<u>\$ 1,639,919</u>
-------	---------------------

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,442	1.00	\$ 28.00	\$ 112.00	\$ 945,504
1"	136	2.50	70.00	280.00	38,080
1 1/2"	121	5.00	140.00	560.00	67,760
2"	82	8.00	224.00	896.00	73,472
3"	46	15.00	420.00	1,680.00	77,280
4"	22	45.00	1,260.00	5,040.00	110,880
	<u>8,849</u>				<u>\$ 1,312,976</u>

DAILY MONITORING CHARGE - PAPER MILLS

Charges are a direct pass through from NEW Water - estimated at \$3,100 per month

VOLUME CHARGE- ALL CUSTOMERS**Costs to be Recovered**

	2019 Estimated
Operation and maintenance - variable portion	\$ 1,196,410
Less: Allocated to customers where calculated charges exceed 15% of revenue requirement	(145,400)
Net to be Recovered through Volume Charges	<u>\$ 1,051,010</u>

Gallons sold and wastewater flows

	2019 Estimated
General customers - water gallons sold	505,000,000
Paper Mills with < 15% (wastewater)	65,134,000
Total	<u>570,134,000</u>

Proposed Rates

	Proposed Rate	Billable Flows	Recovery of Costs
Variable Costs	\$ 2.782	570,134,000	\$ 1,586,113

**City of DePere Wastewater Utility
Proposed Rate Increase - General Customers Summary**

WASTEWATER RATES

Current Rates		
Volume charge - treatment		
Treatment	\$4.52/ thousand gallons	
Treatment Fixed charge- quarterly		
3/4"	\$	3.30
1"		8.25
1 1/2"		16.50
2"		26.40
3"		49.50
4"		148.50
Volume charge - collection - quarterly		
Collection	\$2.782/ thousand gallons	
Collection Fixed charge - quarterly		
3/4"	\$	28.00
1"		70.00
1 1/2"		140.00
2"		224.00
3"		420.00
4"		1,260.00

Proposed Rates - 2019		
Volume charge - treatment		
Treatment	\$4.52/ thousand gallons	
Treatment Fixed charge- quarterly		
3/4"	\$	3.30
1"		8.25
1 1/2"		16.50
2"		26.40
3"		49.50
4"		148.50
Volume charge - collection - quarterly		
Collection	\$2.782/ thousand gallons	
Collection Fixed charge - quarterly		
3/4"	\$	28.00
1"		70.00
1 1/2"		140.00
2"		224.00
3"		420.00
4"		1,260.00

AVERAGE RESIDENTIAL BILL

In thousand gallons		
Per Year	Per Quarter	
Average water use	60.00	15.00

	Current Rates	
	Per Year	Per Quarter
Wastewater	\$ 563.32	\$ 140.83

	Proposed Rates - 2019		Quarterly Increase
	Per Year	Per Quarter	
Wastewater	\$ 563.32	\$ 140.83	\$ -

**City of DePere Wastewater Utility
Proposed Rate Increase - Paper Mill Summary**

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COLLECTION RATES

Current Rates

Volume charge- collection- monthly

Collection \$2.782/ thousand gallons

Up to a maximum of 15% of Collection System Expenses
allocated to the Flow Rate - for 2018: \$136,600

NEW Water Daily Monitoring Charge - monthly

Direct pass-through from NEW Water \$3,100 per month estimate

Proposed Rates - 2019

Volume charge- collection- monthly

Collection \$2.782/ thousand gallons

Up to a maximum of 15% of Collection System Expenses
allocated to the Flow Rate - for 2019: \$145,400

NEW Water Daily Monitoring Charge - monthly

Direct pass-through from NEW Water \$5,000 per month estimate

TREATMENT RATES

Administrative fee

City of DePere - Fixed Treatment Administrative Fee

\$1,900 per month

City of DePere - Fixed Treatment Administrative Fee

\$1,400 per month

Variable rates

NEW Water unit charges - pass through

Flow \$0.69897/ thousand gallons
BOD \$0.35126/ pound
TSS \$0.28304/ pound
Phosphorus \$0.75833/ pound
TKN \$0.70556/ pound

NEW Water unit charges - pass through

Flow \$0.72428/ thousand gallons
BOD \$0.29558/ pound
TSS \$0.26732/ pound
Phosphorus \$0.44398/ pound
TKN \$0.74148/ pound

Fixed rates

NEW Water fixed charge - pass through

Allocated to Paper Mills based upon actual units each month
\$ 749,008

NEW Water fixed charge - pass through

Allocated to Paper Mills (not including Fox River Fiber) based upon actual
units each month
\$ 941,425

**City of DePere Wastewater Utility
Proposed Rate Increase - Paper Mill Average Bills**

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SONOCO US MILLS

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	36,334	3,028
BOD (in pounds)	1,556,633	129,719
TSS (in pounds)	533,597	44,466
Phosphorus (in pounds)	469	39
TKN (in pounds)	24,058	2,005

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 740,539	\$ 61,712
Treatment fixed charges	269,643	22,470
Treatment fixed administrative fee	22,800	1,900
Collection	94,396	7,866
NEW Water daily monitoring charge	18,600	1,550
Total	<u>\$ 1,145,978</u>	<u>\$ 95,498</u>

	Proposed Rates - 2019		Monthly Increase
	Per Year	Per Month	
	\$ 647,113	\$ 53,926	\$ (7,785)
	338,912	28,243	5,772
	16,800	1,400	(500)
	101,081	8,423	557
	20,000	1,667	117
	<u>\$ 1,123,907</u>	<u>\$ 93,659</u>	<u>\$ (1,839)</u>

EXPERA

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	384,498	32,042
BOD (in pounds)	1,412,080	117,673
TSS (in pounds)	165,353	13,779
Phosphorus (in pounds)	434	36
TKN (in pounds)	24,058	2,005

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 828,865	\$ 69,072
Treatment fixed charges	254,663	21,222
Treatment fixed administrative fee	22,800	1,900
Collection	136,600	11,383
NEW Water daily monitoring charge	18,600	1,550
Total	<u>\$ 1,261,528</u>	<u>\$ 105,127</u>

	Proposed Rates - 2019		Monthly Increase
	Per Year	Per Month	
	\$ 758,100	\$ 63,175	\$ (5,897)
	320,085	26,674	5,452
	16,800	1,400	(500)
	145,400	12,117	733
	20,000	1,667	117
	<u>\$ 1,260,385</u>	<u>\$ 105,032</u>	<u>\$ (95)</u>

BG Industrial

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	87,864	7,322
BOD (in pounds)	278,088	23,174
TSS (in pounds)	1,197,792	99,816
Phosphorus (in pounds)	732	61
TKN (in pounds)	4,800	400

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 502,060	\$ 41,838
Treatment fixed charges	224,702	18,725
Treatment fixed administrative fee	22,800	1,900
Collection	136,600	11,383
NEW Water daily monitoring charge	18,600	1,550
Total	<u>\$ 904,762</u>	<u>\$ 75,397</u>

	Proposed Rates - 2019		Monthly Increase
	Per Year	Per Month	
	\$ 469,913	\$ 39,159	\$ (2,679)
	282,428	23,536	4,811
	16,800	1,400	(500)
	145,400	12,117	733
	20,000	1,667	117
	<u>\$ 934,541</u>	<u>\$ 77,878</u>	<u>\$ 2,482</u>

FOX RIVER FIBER

Average units

	Per Year	Per Month
Flow (in thousand gallons)	310,393	25,866
BOD (in pounds)	1,955,364	162,947
TSS (in pounds)	975,698	81,308
Phosphorus (in pounds)	26,407	2,201
TKN (in pounds)	260,639	21,720

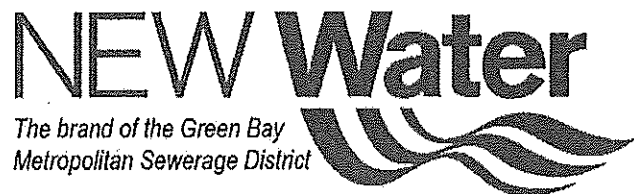
	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 1,258,973	\$ 104,914
Treatment fixed charges	576,090	48,008
Treatment fixed administrative fee	22,800	1,900
Total	<u>\$ 1,857,863</u>	<u>\$ 154,822</u>

Proposed Rates - 2019		Monthly Increase
Per Year	Per Month	
\$ 1,158,197	\$ 96,516	\$ (8,398)
603,445	50,287	2,280
16,800	1,400	(500)
<u>\$ 1,778,442</u>	<u>\$ 148,204</u>	<u>\$ (6,618)</u>

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2019 Adopted Budget December 5, 2018



NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
DATES AND EVENTS

July 18, 2018	First Discussion of 2019 Budget with Commission
August 22, 2018	First Budget Workshop
September 6, 2018	Budget Meeting with Customers
September 26, 2018	Second Budget Workshop and 2019 Tax Abatement Schedule
October 2018	Elected Officials Board Meetings
October 24, 2018	Third Budget Workshop (if needed)
December 5, 2018	2019 Budget Public Hearing and Adoption
December 6, 2018	2019 Adopted Budget Distributed to Customers

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
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5-Year Capital Investment Plan Report

Summary of Revenues and Expenses Legends

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Municipal, Procter & Gamble and Fox River Fiber Rate Comparisons

Municipal Rate Comparison

Parameter	COS Title	2018 COS Rate (FRF Adjusted)	2019 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	Flow	\$0.69897	\$0.72428
Biochemical Oxygen Demand (LBS)	BOD	\$0.35126	\$0.29558
Suspended Solids (LBS)	TSS	\$0.28304	\$0.26732
Phosphorus (LBS)	PHOS	\$0.75833	\$0.44398
Total Kjeldahl Nitrogen (LBS)	TKN	\$0.70556	\$0.74148

Note: Fixed Charge is billed separately as shown on page 3, Flow and Load Projections.

Procter & Gamble Operation & Maintenance Rate Comparison

Parameter	COS Title	2018 COS Rate (FRF Adjusted)	2019 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	Flow	\$0.58847	\$0.58964
Biochemical Oxygen Demand (LBS)	BOD	\$0.28878	\$0.23376
Suspended Solids (LBS)	TSS	\$0.22148	\$0.20216
Phosphorus (LBS)	PHOS	\$0.69239	\$0.29866
Total Kjeldahl Nitrogen (LBS)	TKN	\$0.64105	\$0.67460

Note: Capital Charges for P&G to be billed separately.

Fox River Fiber Operation & Maintenance Rate Comparison

Parameter	COS Title	2018 COS Rate (FRF Adjusted)	2019 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	Flow	\$0.44504	\$0.48322
Biochemical Oxygen Demand (LBS)	BOD	\$0.33742	\$0.28558
Suspended Solids (LBS)	TSS	\$0.27266	\$0.25893
Phosphorus (LBS)	PHOS	\$0.72553	\$0.43155
Total Kjeldahl Nitrogen (LBS)	TKN	\$0.67474	\$0.71272

Note: The Fixed Charge for Fox River Fiber to be billed separately by City of De Pere.

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Summary of Revenues and Expenses

	2017 Budget	2017 Actual	2018 Budget	% of Overall Expenses	Projected 2018 Year-End	2019 Budget	% of Overall Expenses	2019 Budget Favorable/ (Unfavorable) Variance	% Variance
Revenues									
Municipal User Fees (3)	\$ 33,599,315	\$ 36,690,267	\$ 34,221,844	85.7%	\$ 36,306,733	\$ 34,341,032	85.1%	\$ 119,188	0.3%
P&G User Fees	1,360,778	1,425,553	1,441,121	3.6%	1,445,108	1,342,045	3.3%	(99,076)	-6.9%
Mills Direct Charges	233,462	159,788	109,756	0.3%	122,317	117,200	0.3%	7,444	6.8%
P&G Capital Charges	1,044,650	1,044,650	1,037,677	2.6%	1,037,677	1,163,822	2.9%	126,145	12.2%
General Reserve Interest	4,682	43,715	2,175	0.0%	101,545	14,019	0.0%	11,844	544.6%
Other Revenues	789,457	971,164	767,024	1.9%	939,053	1,177,702	2.9%	410,678	53.5%
PERF Reserve Transfers	\$ 37,012,344	\$ 40,335,137	\$ 37,579,597	94.2%	\$ 39,952,434	\$ 38,155,821	94.5%	\$ 576,224	1.5%
DEBT and ICR Reserve Transfers	2,095,257	2,095,257	2,334,123	5.8%	2,334,123	2,027,034	5.0%	(307,089)	-13.2%
General Fund Transfers	-	(4,913,593)	-	-	(3,888,801)	175,000	0.0%	175,000	0.0%
Total Revenues	\$ 2,095,257	\$ (2,818,336)	\$ 2,334,123	5.8%	\$ (1,534,678)	\$ 2,202,034	5.6%	\$ (132,089)	-5.7%
Expenses									
Salaries & Benefits	\$ 10,236,902	\$ 10,317,994	\$ 10,401,955	26.1%	\$ 10,152,049	\$ 10,741,619	26.6%	\$ (339,664)	-3.3%
Power	2,499,473	2,372,303	1,923,964	4.8%	2,686,609	1,537,400	3.8%	386,564	20.1%
Contracted Services	2,788,143	2,320,270	3,588,058	9.0%	2,923,413	2,986,020	7.3%	622,038	17.3%
Maintenance & Repairs	1,582,415	1,678,763	1,942,867	4.9%	1,698,119	1,688,721	4.2%	254,146	13.1%
Chemicals	548,890	555,939	945,239	2.4%	845,739	1,045,447	2.6%	(100,208)	-10.6%
Natural Gas & Fuel Oil	961,931	934,379	487,404	1.2%	1,036,413	327,449	0.8%	159,955	32.8%
Solid Waste Disposal	211,325	186,079	180,686	0.5%	168,340	283,828	0.7%	(103,142)	-57.1%
Interceptor System (1)	682,855	954,145	690,490	1.7%	1,292,364	1,106,301	2.7%	(415,811)	-60.2%
Office & Administrative	529,641	496,506	631,146	1.6%	755,323	614,468	1.5%	16,678	2.6%
Insurance	237,593	240,937	250,375	0.6%	229,379	274,830	0.7%	(24,455)	-9.8%
Supplies	149,838	196,664	220,187	0.6%	192,655	218,826	0.5%	1,361	0.6%
Employee Training & Development	152,673	146,275	175,094	0.4%	136,203	186,978	0.5%	(11,884)	-6.8%
Travel and Meetings	80,868	61,101	75,815	0.2%	65,988	70,791	0.2%	5,024	6.6%
DNR Environmental Fees	146,000	117,501	136,000	0.3%	123,809	131,000	0.3%	5,000	3.7%
Total O & M Expenses	\$ 20,688,547	\$ 20,578,856	\$ 21,649,280	54.2%	\$ 22,306,403	\$ 21,193,678	52.5%	\$ 455,602	2.1%
Debt Service (2)	\$ 16,457,706	\$ 16,457,706	\$ 15,253,439	38.2%	\$ 15,253,439	\$ 16,216,177	40.2%	\$ (962,738)	-6.3%
Annual Capital	1,961,348	480,239	3,011,000	7.5%	857,914	2,948,000	7.3%	63,000	2.1%
Total Debt Service, Annual Capital & Rate Stabilization	\$ 18,419,054	\$ 16,937,945	\$ 18,264,439	45.8%	\$ 16,111,353	\$ 19,164,177	47.5%	\$ (899,738)	-4.9%
Total Expenses	\$ 39,107,601	\$ 37,516,801	\$ 39,913,719	100.0%	\$ 38,417,756	\$ 40,357,855	100.0%	\$ (444,136)	-1.1%

Notes:

- 1) Interceptor System includes all expenses related to Interceptors, Meter and Lift Stations, including chemicals, power, phones, pretreatment program, and water.
- 2) Debt Service for 2019 reflects collection and payments for 2020 Debt Payments.
- 3) Municipal User Fees equal municipal customers plus Fox River Fiber.

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Flow and Load Projections - with FRF Adjustment

65.0%

	1,000 gal	VOLUME	BOD		TSS		PHOS		TKN		Fixed Charge		Total Amount
	Gallons (1000 gallon)	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Amount	Amount	Total Amount
City of Green Bay	5,100,000	\$3,693,848	8,251,296	\$2,438,919	7,400,568	\$1,978,349	186,688	\$82,441	1,373,832	\$1,018,669	\$5,264,268	\$5,264,268	\$14,476,493
City of De Pere	1,300,000	941,559	3,720,000	1,099,558	2,230,000	596,132	27,324	12,131	282,816	209,702	1,786,963	1,786,963	4,646,058
Fox River Fiber	300,000	144,567	1,285,500	367,113	720,500	186,559	16,500	7,121	198,000	141,119	603,445	603,445	1,450,323
Village of Allouez	710,000	514,241	726,648	214,793	1,015,872	271,567	21,192	9,408	152,952	113,411	617,637	617,637	1,741,047
Village of Ashwaubenton	1,421,000	1,029,207	2,083,008	615,696	2,452,980	655,740	57,252	25,419	294,780	218,573	1,499,690	1,499,690	4,044,325
Village of Bellevue	660,000	476,027	799,260	236,245	852,108	227,789	22,140	9,830	168,504	124,942	587,039	587,039	1,663,672
Village of Hobart	205,000	148,478	285,636	84,428	363,888	97,276	7,488	3,325	60,884	44,996	219,195	219,195	587,687
Village of Howard	830,000	601,155	777,816	229,907	1,842,084	492,433	25,272	11,220	299,256	221,892	902,923	902,923	2,459,531
Village of Luxemburg	194,000	140,511	42,590	12,589	86,941	23,215	1,568	696	17,800	13,050	74,372	74,372	264,432
Village of Pulaski	197,000	142,684	59,172	17,490	50,328	13,454	7,632	3,388	41,040	30,430	78,273	78,273	285,720
Village of Starnico	189,416	137,191	407,588	120,459	436,404	116,661	10,500	4,662	63,536	47,111	266,290	266,290	692,384
Town of Ledgeview Sanitary District #2	185,000	133,992	232,932	68,850	259,176	69,284	7,320	3,250	53,616	39,755	174,037	174,037	489,169
Town of Lawrence - Utility District	115,000	83,293	222,899	65,885	396,929	106,109	6,152	2,731	44,364	32,885	191,286	191,286	482,198
Pittsfield Sanitary District	12,600	9,126	16,260	4,806	27,423	7,331	432	192	3,370	2,489	14,377	14,377	38,331
Scott Municipal Utility	120,000	86,914	184,226	48,542	280,034	74,860	4,329	1,922	33,001	24,470	144,365	144,365	381,073
Dyckesville Sanitary District	29,000	21,004	36,699	10,847	61,893	16,545	975	433	7,605	5,639	32,555	32,555	87,024
Hauled Waste	31,762	65,066	432,448	191,210	596,623	215,962	16,060	9,332	67,465	59,786	-	-	541,357
Total Municipal	11,599,778	\$8,371,271	19,543,958	\$5,827,337	19,073,651	\$5,149,286	417,824	\$187,502	3,162,421	\$2,348,940	\$12,456,715	\$12,456,715	\$34,341,032
Procter & Gamble	1,377,689	\$812,338	482,124	\$112,703	1,914,408	\$387,010	1,956	\$584	43,596	\$29,410	\$-	\$-	\$1,342,045
Total Mill	1,377,689	\$812,338	482,124	\$112,703	1,914,408	\$387,010	1,956	\$584	43,596	\$29,410	\$-	\$-	\$1,342,045
Grand Total	12,977,467	\$9,183,609	20,026,082	\$5,940,040	20,988,059	\$5,536,276	419,780	\$188,086	3,206,017	\$2,378,350	\$12,456,715	\$12,456,715	\$35,683,077
Units													
Costs													

Note: Fixed Charge is billed 1/12 of annual amount each month.

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
User Fees by Source

	2019 Budget	2018 Budget	2017 Actual	2016 Actual	2015 Actual
City of Green Bay	\$14,476,493	\$14,454,434	\$14,974,753	\$13,827,312	\$12,487,909
City of De Pere	4,646,056	4,488,162	5,434,550	5,037,348	4,977,851
Fox River Fiber	1,450,323	1,441,655	1,163,311	1,084,874	1,391,549
Village of Allouez	1,741,047	1,784,148	1,780,075	1,749,897	1,707,690
Village of Ashwaubenon	4,044,325	4,135,024	4,069,542	3,977,249	3,739,334
Village of Bellevue	1,663,872	1,719,315	1,740,876	1,593,290	1,637,450
Village of Hobart	597,697	579,416	568,425	459,957	383,540
Village of Howard	2,459,531	2,500,257	2,410,582	2,408,423	1,992,062
Village of Luxemburg	264,432	234,408	225,721	174,364	159,572
Village of Pulaski	285,720	342,869	318,328	317,468	281,687
Village of Suamico	692,384	708,374	725,354	669,926	668,187
Town of Ledgeview Sanitary District #2	489,169	500,436	505,389	469,136	565,832
Town of Lawrence - Utility District	482,198	420,176	455,156	374,940	311,614
Pittsfield Sanitary District	38,331	37,616	37,351	38,741	39,288
Scott Municipal Utility **	381,073	0	0	0	0
Dyckesville Sanitary District	87,024	85,402	84,852	87,100	67,928
New Franken Sanitary District **	0	44,143	43,742	45,153	46,422
Royal Scott Sanitary District **	0	88,780	90,566	84,184	75,002
Town of Scott Sanitary District #1 **	0	171,078	169,977	178,443	181,977
Bayshore Sanitary District **	0	69,278	67,899	70,015	54,530
Hauled Waste *	541,357	416,872	1,823,820	1,280,178	2,485,872
Total Municipal	\$34,341,032	\$34,221,844	\$36,690,269	\$33,927,998	\$33,255,295
Procter & Gamble	1,342,045	1,441,121	1,425,552	1,275,813	1,149,433
Total Mill	\$1,342,045	\$1,441,121	\$1,425,552	\$1,275,813	\$1,149,433
Total User Fees	\$35,683,077	\$35,662,965	\$38,115,821	\$35,203,811	\$34,404,729

* Hauled Waste for 2015, 2016, & 2017 was significantly higher due to special projects with the three cheese facilities.

** Scott Municipal Utility is a consolidation of New Franken Sanitary District, Royal Scott Sanitary District, Town of Scott Sanitary District #1, and Bayshore Sanitary District.

Attachment: 20181206143839293 (7711 : Resolution #18-129 Revising Sewer Service Rates (December 2018).)

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Municipal Cost of Service

	<u>Total</u>	<u>VOLUME</u> 1,000 gal	<u>BOD</u> pounds	<u>TSS</u> pounds	<u>PHOS</u> pounds	<u>TKN</u> pounds	<u>Fixed Charge</u> N/A
Unit Value		11,568,016	19,111,510	18,477,028	401,764	3,094,956	11,568,016
Units (1)							
Cost of Service							
Municipal							
Operating Cost	\$18,196,901	\$ 7,787,315	\$4,467,033	\$3,734,896	\$ 119,967	\$2,087,690	\$ -
Pretreatment Cost Allocation	200,671	0	98,629	65,809	4,323	31,909	0
Capital Cost	7,404,220	515,421	408,597	292,689	50,284	148,939	5,988,290
Solids Project - Capital Cost	7,997,883	3,470	661,868	839,910	3,594	20,616	6,468,425
Total Cost	\$33,799,675	\$ 8,306,206	\$5,636,127	\$4,933,304	\$ 178,169	\$2,289,154	\$12,456,715
Unit Operating Cost		\$0.67318	\$0.23890	\$0.20570	\$0.30936	\$0.68486	
Unit Capital Cost		\$0.04486	\$0.05601	\$0.06130	\$0.13411	\$0.05478	
Unit Combined Cost		\$0.71803	\$0.29491	\$0.26700	\$0.44347	\$0.73964	
Fox River Fiber (FRF) Adjustment (2)		\$0.00625	\$0.00067	\$0.00033	\$0.00051	\$0.00184	
Adjusted Unit Combined Cost		\$0.72428	\$0.29558	\$0.26732	\$0.44398	\$0.74148	

(1) Exclude Hauled Waste flows and loads.

200.00 200.00 12.00 50.00

(2) FRF Adjustment removes interceptor costs from FRF Cost of Service.

GBMSD MUNICIPAL BUDGET RATE
HISTORY

	<u>VOLUME</u>	<u>BOD</u>	<u>SS</u>	<u>PHOS</u>	<u>TKN</u>
2019	\$0.72428	\$0.29558	\$0.26732	\$0.44398	\$0.74148
2018	\$0.69897	\$0.35126	\$0.28304	\$0.75833	\$0.70556
2017	\$0.72126	\$0.41913	\$0.36651	\$0.58901	\$0.76448
2016	\$0.79357	\$0.43068	\$0.41292	\$0.60597	\$0.64043
2015	\$0.80448	\$0.39331	\$0.34822	\$0.56768	\$0.65358

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Hauled Waste Cost of Service

	<u>Total</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		31,762	432,448	596,623	16,060	67,465	0
Cost of Service							
Operating Cost	\$293,392	\$21,381	\$101,091	\$120,611	\$4,796	\$45,512	\$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	119,204	43,392	34,399	24,641	4,233	12,539	0
Solids Project - Capital cost	128,761	292	55,721	70,710	303	1,736	0
Direct Charges	0	0	0	0	0	0	0
FRF Adjustment	0	0	0	0	0	0	0
Total Cost	\$541,357	\$65,066	\$191,210	\$215,962	\$9,332	\$59,786	\$0

Attachment: 20181206143839293 (7711 : Resolution #18-129 Revising Sewer Service Rates (December 2018).)

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Procter & Gamble Cost of Service

	<u>Total</u>	<u>VOLUME</u> 1,000 gal	<u>BOD</u> pounds	<u>TSS</u> pounds	<u>PHOS</u> pounds	<u>TKN</u> pounds	<u>Capital Charge</u> N/A
Unit Value: Units		1,377,689	482,124	1,914,408	1,956	43,596	1,377,689
Cost of Service							
Operating Cost	\$1,342,045	\$812,338	\$112,703	\$387,010	\$584	\$29,410	\$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	505,311	0	0	0	0	0	505,311
Solids Project - Capital Cost	658,511	0	0	0	0	0	658,511
Direct Charges	74,822	0	0	0	0	0	0
Total Cost	\$2,580,690	\$812,338	\$112,703	\$387,010	\$584	\$29,410	\$1,163,822
Unit Cost		\$0.58964	\$0.23376	\$0.20216	\$0.29866	\$0.67460	
Unit Capital Cost (1)		\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	
Unit Combined Cost		\$0.58964	\$0.23376	\$0.20216	\$0.29866	\$0.67460	

BUDGET RATE HISTORY	VOLUME	BOD	TSS	PHOS	TKN
2019	\$0.58964	\$0.23376	\$0.20216	\$0.29866	\$0.67460
2018	\$0.58847	\$0.28878	\$0.22148	\$0.69239	\$0.64105
2017	\$0.58553	\$0.26840	\$0.20301	\$0.43617	\$0.64104
2016	\$0.05342	\$0.25789	\$0.18371	\$0.38906	\$0.49819
2015	\$0.52549	\$0.26270	\$0.19420	\$0.40750	\$0.50956

Note: (1) Capital Charges for P&G to be billed separately.

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Fox River Fiber Cost of Service

Unit Value	<u>Total</u>	<u>VOLUME</u> 1,000 gal	<u>BOD</u> pounds	<u>TSS</u> pounds	<u>PHOS</u> pounds	<u>TKN</u> pounds	<u>Fixed Charge (1)</u> N/A
Units		300,000	1,285,500	720,500	16,500	198,000	-
Cost of Service							
Operating Cost	\$ 786,546	\$ 201,953	\$ 300,467	\$ 145,640	\$ 4,927	\$ 133,560	\$ -
Pretreatment Cost Allocation	11,419	-	8,634	2,566	178	2,041	-
Capital Cost	746,130	13,457	72,003	44,165	2,213	10,847	603,445
Solids Project	-	-	-	-	-	-	-
Subtotal Cost of Service	\$ 1,544,095	\$ 215,410	\$ 379,104	\$ 192,371	\$ 7,317	\$ 146,449	\$ 603,445
Direct Charges	42,377	-	-	-	-	-	-
Less FRF Adjustment	(93,772)	(70,443)	(11,991)	(5,812)	(197)	(5,330)	-
Total Cost	\$ 1,492,701	\$ 144,967	\$ 367,113	\$ 186,559	\$ 7,121	\$ 141,119	\$ 603,445
Unit Cost		\$0.71803	\$0.29491	\$0.26700	\$0.44347	\$0.73964	
FRF Adjustment		(0.23481)	(0.00933)	(0.00807)	(0.01192)	(0.02692)	
Unit Cost (with FRF Adjustment)		\$0.48322	\$0.28558	\$0.25893	\$0.43155	\$0.71272	

BUDGET RATE HISTORY	VOLUME	BOD	TSS	PHOS	TKN
2019	\$0.48322	\$0.28558	\$0.25893	\$0.43155	\$0.71272
2018	\$0.44504	\$0.33742	\$0.27266	\$0.72553	\$0.67474
2017	\$0.53436	\$0.40685	\$0.35735	\$0.56875	\$0.73482
2016	\$0.63165	\$0.41777	\$0.40379	\$0.58647	\$0.61550
2015	\$0.59821	\$0.38082	\$0.33967	\$0.55008	\$0.63145

Note (1): The Fixed Charge for Fox River Fiber to be billed separately by the City of DePere.

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2019 Adopted Budget - December 5, 2018
Allocation of Capital and Debt Service Costs (1)

	FY2019	Allocations	
		Municipal	Procter & Gamble (1)
Debt Service			
Debt Service - Municipal Only			
Clean Water Fund Loans			
4198-12 West Fox River Interceptor	\$142,753	\$142,753	\$0
4198-16 East River Lift Station	132,340	132,340	0
4198-18 Scott Bayshore Interceptor	45,735	45,735	0
4198-21 East Tower Drive Interceptor	182,822	182,822	0
4345-06 De Pere Ashwaubenton Creek Interceptor	217,218	217,218	0
4198-29 Phase Two Interceptor Rehabilitation	216,211	216,211	0
4198-45 De Pere Facility East Service Area Interceptor Rehabilitation	186,825	186,825	0
Ninth Street Interceptor Rehabilitation (2019 New)*	121,954	121,954	0
Ninth Street Interceptor Extension - American Drive (New 2019)*	92,759	92,759	0
East River Interceptor Rehabilitation (2018 New)*	0	0	0
Other General Obligation Debt			
2008 Sewerage System Improvement Bond - Re Issued March 2018	\$473,436	\$473,436	0
Total Debt Service - Municipal Only (2)	\$1,812,053	\$1,812,053	\$0
Debt Service - Common to All			
Clean Water Fund Loans			
4198-02 Bar Screen Replacement	\$100,662	\$94,103	\$6,560
4198-09 Service Water System	64,974	60,460	4,215
4198-24 Electrical Generation Facility	208,276	194,704	13,572
4198-25 RAS/WAS Improvements	662,989	619,785	43,204
4198-27 Solids Process Improvement	352,516	329,544	22,972
4198-32 GBF: Administration & Maintenance Building HVAC Replacement *	206,426	192,973	13,452
4198-35 Combined Treatment Facilities Projects	300,683	281,089	19,594
4198-37 Consolidation/Conveyance Project	881,055	823,641	57,415
4198-44 R2E2 Solids Management	981,276	908,476	72,801
4198-48 DPF: UV Disinfection System Upgrade	271,032	253,370	17,662
4345-04 De Pere Facility	257,638	240,849	16,789
4198-99 Green Bay Facility Solids Management Plan Construction (R2E2)*	7,026,502	6,505,207	521,295
4198-52 GBF: Disinfection System Upgrade *	48,414	45,259	3,155
DPF: Primary Substation & Emergency Generator (2017 New)*	825,992	772,165	53,826
GBF & DPF: Clarifier Rehabilitation and Odor Control (2018 New)*	334,190	312,412	21,778
DPF: Service Water System Rehabilitation/Replacement (2018 New)*	(0)	(0)	(0)
GBF: Gravity Belt Thickener Replacement (2020 New)	319,751	298,915	20,837
DPF: Tertiary Filter Replacement (2019 New)	257,048	240,298	16,751
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	276,264	258,281	18,003
Promissory Note to City of De Pere	160,485	150,027	10,458
Green Bay Facility Solids Management Plan - Design	868,250	803,835	64,415
Total Debt Service - Common to All (2)	\$14,404,124	\$13,385,371	\$1,018,753
Debt Service Offsets			
Georgia-Pacific - Capital Payment	(\$429,694)	(\$429,694)	\$0
4198-29 City of De Pere Rehabilitation Interceptor Ashwaubenton Creek Payment	(53,472)	(53,472)	0
Less Debt Payments Funded from ICR Reserve **	(903,768)	(903,768)	0
City of Green Bay Interceptors Payment	(292,430)	(292,430)	0
Town of Lawrence Interceptors Payment ((9th Street Seg 5 Ext., Ashw. Creek 2,3,4,6,7, and Ashw. Interceptor 2,3, & 4)	(197,077)	(197,077)	0
New Franken Sanitary District Interceptors Payment	(21,621)	(21,621)	0
Royal Scott Sanitary District #1 Interceptor Payment	(8,902)	(8,902)	0
4198-45 De Pere Eastside Interceptor Rehabilitation	(120,071)	(120,071)	0
Total Debt Service Offsets	(\$2,027,034)	(\$2,027,034)	\$0
TOTAL DEBT SERVICE	\$14,189,143	\$13,170,390	\$1,018,753
ANNUAL CAPITAL OUTLAY			
2019 Requests - Allocated to All	\$2,463,000	\$2,309,184	\$153,816
2019 Requests - Allocated to Municipal Only	485,000	485,000	0
TOTAL ANNUAL CAPITAL OUTLAY	\$2,948,000	\$2,794,184	\$153,816
TOTAL ANNUAL CAPITAL AND DEBT SERVICE	\$17,137,143	\$15,964,573	\$1,172,570
REVENUES AND TRANSFERS			
Interest Income	(\$14,019)	(\$14,019)	\$0
Miscellaneous Revenue - Capital ***	(\$134,233)	(\$125,486)	(\$8,747)
Total Non-Rate Revenues (Capital-Related)	(\$323,252)	(\$314,505)	(\$8,747)
Net Annual Capital and Debt Service	\$16,813,891	\$15,650,068	\$1,163,822

(1) Based on Revised Cost of Service Allocations from CDM Smith, Inc. June 2016 (Table 5). Debt Collection is for 2020 debt service payments.

(2) Total Debt Collected in 2019 Budget for 2020 Debt payments. Metropolitan Sewerage Districts are permitted to abate taxation by having sufficient funds available in its designated debt service fund to pay those debt obligations for the following year.

Metropolitan Sewerage Districts Subchapter I 200.13(2),(5) permits Sewerage Districts to levy a tax upon property for its performance of duties.

* Note: 2018 & 2019 Payments for Debt Service over collected for these projects due to timing on submittal loan. The 2008 Improvement Bond Re-issued savings 03-2018.

** Note: Less Debt Payments funded from ICR Reserve.

*** Note: Miscellaneous Revenues are from Sampling & Lab Analysis from De Pere, Village of Ashwaubenton, Village of Hobart, Village of Suamico, Yacht Club, West Shore Pipeline, and ICR Leases.

Attachment: 20181206143839293 (7711 : Resolution #18-129 Revising Sewer Service Rates (December 2018).)

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Summary of Debt Service Schedule

Issue	Description	Original Amount	2019 Budget for 2020	Loan Date	Last Payment
			Debt Payments		
4198-16	East River Lift Station	1,924,428	132,340	10/25/2000	May 2020
4198-12	West Fox River Interceptor	2,159,850	142,753	10/25/2000	May 2020
4345-06	De Pere Ashwaubenon Creek Interceptor	3,222,103	217,218	12/31/2007	May 2020
4198-09	Service Water System	946,212	64,674	7/11/2001	May 2021
4198-02	Bar Screens Replacement	1,490,715	100,662	7/11/2001	May 2021
4198-18	Scott Bayshore Interceptor	695,592	45,735	2/27/2002	May 2021
4345-04	De Pere Facility	3,881,879	257,638	12/31/2007	May 2021
4198-27	Solids Process Improvement	5,347,693	352,516	12/8/2004	May 2024
4198-21	East Tower Drive Interceptor	2,761,526	182,822	4/13/2005	May 2024
Dec. 2007	Promissory Note to City of De Pere	2,000,000	160,485	12/28/2007	Dec 2027
Sept. 2008	2008 General Obligation - Sewerage System Improvement Bond Re Issue 03/2018	6,505,000	749,700	3/15/2028	May 2028
4198-25	RAS/WAS Improvements	10,460,782	662,989	3/19/2018	May 2028
4198-35	Combined Treatment Facilities Projects	4,211,341	300,683	12/9/2009	May 2029
4198-37	Consolidation/Conveyance Project	12,821,922	881,055	12/9/2009	May 2029
4198-29	Phase Two Interceptor Rehabilitation	3,421,382	216,211	11/10/2010	May 2030
4198-24	Electrical Generator Project	3,246,148	208,276	12/22/2010	May 2030
4198-32	GBF: Administration & Maintenance Building HVAC Replacement *	3,133,312	208,425	4/10/2013	May 2032
4198-45	De Pere Facility East Service Area Interceptor Rehabilitation	3,146,593	186,825	12/12/2012	May 2032
4198-48	DPF: Disinfection System Upgrade *	4,272,020	271,032	1/8/2014	May 2033
4198-44	Green Bay Facility Solids Management Plan Construction (R2E2)	15,209,242	981,276	8/13/2014	May 2034
4198-52	GBF: Disinfection System Upgrade *	1,850,000	48,414	12/23/2015	May 2035
4198-99	Green Bay Facility Solids Management Plan Construction (R2E2)*	116,000,000	7,026,502	10/14/2016	May 2035
July 2013	General Obligation Bond Green Bay Facility Solids Management Plan - Design (R2E2)	20,000,000	868,250	8/20/2013	May 2038
Total Existing Debt		\$232,335,511	\$14,264,483		
(New)	DPF: Primary Substation & Emergency Generator (2017 New) *	14,700,000	825,992	12/15/2018	May 2038
(New)	GBF & DPF: Clarifier Rehabilitation and Odor Control (2018 New)*	28,500,000	334,190	1/30/2020	May 2040
(New)	DPF: Service Water System Rehabilitation/Replacement (2018 New)*	1,420,000	(0)	6/30/2019	May 2040
(New)	Ninth Street Interceptor Rehabilitation (2019 New)*	3,000,000	121,954	5/30/2020	May 2040
(New)	Ninth Street Interceptor Extension - American Drive (New 2019)*	1,250,000	92,759	5/30/2020	May 2040
(New)	East River Interceptor Rehabilitation (2018 New)*	3,106,000	0	5/30/2020	May 2040
(New)	DPF: Tertiary Filter Replacement (2019 New)	8,004,000	257,048	1/30/2020	May 2040
(New)	GBF: Gravity Belt Thickener Replacement (2020 New)	4,642,000	319,751	2/30/2020	May 2040
Total New Debt		62,622,000	\$1,951,694		
Grand Total with New Debt		\$294,957,511	\$16,216,177		

Note: * Over collected debt payment from prior years due to timing of project expenditure projection.

Attachment: 20181206143839293 (7711 : Resolution #18-129 Revising Sewer Service Rates (December 2018).)

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Annual Capital

Item Description	Common to All - Municipal Only Amount	
Business Services		
<u>Information Technology</u>		
GBF: Replace PLC Input/Output Hardware	Common to All	\$ 125,000
Total Business Services		\$ 125,000
Operations		
<u>Maintenance</u>		
DPF: Air Handling Unit Replacement	Common to All	\$ 250,000
GBF: Replacement MCC - Administration Building ADP-1,-2; MCC-A1,-A2	Common to All	330,000
GBF: Replacement MCC - South Plant MCC-N1,-N2,-N3	Common to All	370,000
Total Operations		\$ 950,000
Technical Services		
<u>Engineering</u>		
MS 6,8, & 9 Rehabilitation	Municipal Only	\$ 435,000
Annual Manhole Rehabilitation	Municipal Only	50,000
Administration Building Office Space Upgrades	Common to All	1,350,000
Total Engineering		\$ 1,835,000
Total Technical Services		\$ 1,835,000
Environmental Programs		
<u>Laboratory</u>		
Automated BOD Analyzer	Common to All	\$ 38,000
Total Laboratory		\$ 38,000
Total Environmental Programs		\$ 38,000
Total Annual Capital Items		\$ 2,948,000

Attachment: 20181206143839293 (7711 : Resolution #18-129 Revising Sewer Service Rates (December 2018).)

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 6, 2018
Allocation of Operation and Maintenance Costs

Expenses are first allocated to cost components (Flow, BOD, TSS, PHOS, TKN) and then allocated to Municipal and Mill customers based on projected annual wastewater flows and loadings.

ITEM	Total	Common to All					Municipal Only		Mill Only	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Salaries & Benefits										
Laboratory & Research & Environmental Services										
Operational Testing	\$ 606,075	\$ 84,850	\$ 72,729	\$ 54,546	\$ 36,365	\$ 42,425	\$ 127,276	\$ 145,458	\$ -	\$ 42,425
Water Quality Testing	905,289	0	0	0	0	0	0	0	0	0
Total Laboratory Services	\$ 1,511,364	\$ 990,140	\$ 72,729	\$ 54,546	\$ 36,365	\$ 42,425	\$ 127,276	\$ 145,458	\$ -	\$ 42,425
Treatment										
Pump Station	\$ 114,681	\$ 114,681	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Primary Treatment	154,087	154,087	0	0	0	0	0	0	0	0
Grit Removal	20,067	0	20,067	0	0	0	0	0	0	0
Aeration	221,051	0	110,526	0	0	110,526	0	0	0	0
Final & Chlorine Contact Basins	197,032	0	0	0	0	0	0	0	0	0
Filtration	29,360	0	0	0	0	0	0	0	0	0
Primary Thickeners	76,547	459	68,739	459	0	0	0	0	0	0
Waste Activated Sludge Thickeners	164,029	0	98,417	62,331	0	3,281	0	0	0	0
Dewatering - Belt Presses/Inchination	426,474	1,115	161,076	256,356	1,115	4,812	0	0	0	0
Primary Sludge	185,899	1,115	16,731	166,937	1,115	0	0	0	0	0
Secondary Sludge	240,575	0	144,345	91,419	0	4,812	0	0	0	0
Incineration	510,973	1,396	187,947	314,668	1,396	5,567	0	0	0	0
Primary Sludge	232,622	1,396	20,936	208,895	1,396	0	0	0	0	0
Secondary Sludge	278,351	0	167,011	105,773	0	5,567	0	0	0	0
Digestion	236,599	646	87,026	145,702	646	2,578	0	0	0	0
Struvite Harvesting	156,076	213	28,704	48,057	78,251	850	0	0	0	0
Power Generation	198,822	543	73,131	122,439	543	2,166	0	0	0	0
Solids, General	224,033	600	83,410	136,943	600	2,480	0	0	0	0
Total Treatment	\$ 2,729,832	\$ 500,134	\$ 837,126	\$ 1,177,303	\$ 63,011	\$ 132,259	\$ -	\$ -	\$ -	\$ -
Maintenance/Engineering										
Maintenance	\$ 2,379,896	\$ 741,548	\$ 617,403	\$ 458,218	\$ 10,691	\$ 383,540	\$ 123,755	\$ -	\$ 44,742	\$ -
Engineering	908,224	282,992	235,615	174,867	4,080	146,368	47,228	0	17,075	0
Total All Above	\$ 7,529,817	\$ 2,514,814	\$ 1,762,873	\$ 1,864,934	\$ 134,147	\$ 704,591	\$ 298,258	\$ 145,458	\$ 61,817	\$ 42,425
Business Services & Information Systems										
	\$ 2,187,229	\$ 744,632	\$ 522,194	\$ 552,426	\$ 39,737	\$ 208,712	\$ 88,349	\$ -	\$ 13,082	\$ 17,797
Total Salaries & Benefit Costs	\$ 9,716,546	\$ 3,259,746	\$ 2,285,067	\$ 2,417,360	\$ 173,883	\$ 913,304	\$ 386,607	\$ 145,458	\$ 74,898	\$ 60,222
Power										
Metro Pump	\$ 208,058	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 208,058	\$ -	\$ -	\$ -
Mill Pump	11,614	0	0	0	0	0	0	0	11,614	0
Secondary Effluent Pump	13,356	0	0	0	0	0	0	0	0	0
Process Air Compressors	595,333	0	386,966	0	0	208,367	0	0	0	0
Solids Building	205,694	574	74,594	127,752	574	2,199	0	0	0	0
Primary Sludge (40)	95,730	574	8,616	85,966	574	0	0	0	0	0
Secondary Sludge (60)	109,964	0	65,978	41,786	0	2,169	0	0	0	0
All Other Plant	503,345	156,837	130,580	96,912	2,261	81,118	28,174	0	9,463	0
Total Power	\$ 1,537,400	\$ 170,767	\$ 582,140	\$ 224,664	\$ 2,896	\$ 291,684	\$ 234,232	\$ -	\$ 21,077	\$ -
Fuel										
Fuel - Diesel for Generators	\$ 33,000	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building	126,144	39,305	32,725	24,287	567	20,329	6,559	0	2,372	0
Incineration & Process	168,305	470	61,035	104,530	470	1,800	0	0	0	0
Primary Sludge (40)	78,329	470	7,050	70,340	470	0	0	0	0	0
Secondary Sludge (60)	89,976	0	53,986	34,191	0	1,800	0	0	0	0
Total Fuel	\$ 327,449	\$ 72,775	\$ 93,760	\$ 128,818	\$ 1,037	\$ 22,129	\$ 6,559	\$ -	\$ 2,372	\$ -

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Allocation of Operation and Maintenance Costs

Expenses are first allocated to cost components (Flow, BOD, TSS, PHOS, TKN) and then allocated to Municipal and Mill customers based on projected annual wastewater flows and loadings.

ITEM	Total	Common to All					Municipal Only			Mill Only		
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Flow	Direct	Flow
Chemicals												
Sodium Hypochlorite	\$ 110,290	\$ 110,290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gravity Belt Polymer	75,960	0	45,576	28,865	0	1,519	0	0	0	0	0	0
Gravity Thickener Polymer	0	0	0	0	0	0	0	0	0	0	0	0
Belt Press Polymer	362,052	1,011	131,297	224,862	1,011	3,871	0	0	0	0	0	0
Primary Sludge (40)	188,499	1,011	15,165	151,312	1,011	0	0	0	0	0	0	0
Secondary Sludge (60)	193,553	0	116,132	73,550	0	3,871	0	0	0	0	0	0
Lime and Clay	0	0	0	0	0	0	0	0	0	0	0	0
Primary Sludge (40)	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Sludge (60)	0	0	0	0	0	0	0	0	0	0	0	0
Sodium Bisulfite	56,000	0	0	0	0	0	0	0	0	0	0	0
Ferric Chloride	31,140	15,570	0	0	15,570	0	0	0	0	0	0	0
Odor Control	15,000	4,254	4,022	3,364	157	2,238	709	0	0	0	256	0
Magnesium Chloride	165,516	226	30,440	50,964	82,984	902	0	0	0	0	0	0
Sodium Hydroxide - Air Pollution	120,061	328	44,161	73,938	328	1,308	0	0	0	0	0	0
Sodium Hydroxide - Nutrient Removal	0	0	0	0	0	0	0	0	0	0	0	0
Activated Carbon	0	0	0	0	0	0	0	0	0	0	0	0
Aqua Ammonia	7,000	19	2,575	4,311	19	76	0	0	0	0	0	0
Other Chemicals	146,276	146,276	0	0	0	0	0	0	0	0	0	0
Total Chemicals	\$ 1,089,295	\$ 333,974	\$ 258,071	\$ 386,302	\$ 100,069	\$ 9,914	\$ 709	\$ -	\$ -	\$ 256	\$ -	\$ -
Maintenance & Repairs												
Maintenance & Repairs	\$ 1,625,373	\$ 506,448	\$ 421,861	\$ 312,944	\$ 7,302	\$ 261,942	\$ 84,519	\$ -	\$ -	\$ 30,557	\$ -	\$ -
All Other Expenses												
Solid Waste	\$ 283,828	\$ 793	\$ 102,929	\$ 176,279	\$ 793	\$ 3,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Primary Sludge (40)	132,094	793	11,888	118,620	793	0	0	0	0	0	0	0
Secondary Sludge (60)	151,734	0	91,041	57,659	0	3,035	0	0	0	0	0	0
DNR Environmental Fees	131,000	956	44,101	46,528	29,581	9,834	0	0	0	0	0	0
Other Miscellaneous	4,331,913	1,349,774	1,123,803	834,803	19,460	699,123	225,259	0	0	81,440	0	0
Biogas Treatment	19,500	53	7,173	12,009	53	212	0	0	0	0	0	0
Total All Other	\$ 4,766,241	\$ 1,351,576	\$ 1,278,006	\$ 1,068,869	\$ 49,887	\$ 711,204	\$ 225,259	\$ -	\$ -	\$ 81,440	\$ -	\$ -
Total Treatment Plant O & M	\$ 19,062,304	\$ 5,695,286	\$ 4,928,705	\$ 4,538,957	\$ 335,013	\$ 2,210,177	\$ 937,887	\$ 145,458	\$ 210,600	\$ 60,222	\$ -	\$ -
Field Services O & M												
Pretreatment	\$ 190,161	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 190,161	\$ -	\$ -	\$ -	\$ -
Municipal Interceptors	891,729	0	0	0	0	0	891,729	0	0	0	0	0
Mill Interceptors	2,448	0	0	0	0	0	0	0	2,448	0	0	0
Fox River Fiber Force Main	19,493	0	0	0	0	0	0	0	0	0	19,493	0
Municipal Metering Stations	241,532	0	0	0	0	0	241,532	0	0	0	0	0
Mill Metering Stations	26,441	0	0	0	0	0	0	0	0	0	0	26,441
Municipal Lift Stations	348,453	0	0	0	0	0	348,453	0	0	0	0	0
Subtotal	\$ 1,718,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,479,714	\$ 190,161	\$ 2,448	\$ 45,934	\$ -	\$ -
All Other (Field Services Salaries after distribution)	413,117	0	0	0	0	0	355,765	45,720	589	11,044	0	0
Total Interceptor System O & M	\$ 2,131,374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,835,479	\$ 235,881	\$ 3,037	\$ 56,978	\$ -	\$ -
Total O & M Costs	\$ 21,193,678	\$ 5,695,286	\$ 4,928,705	\$ 4,538,957	\$ 335,013	\$ 2,210,177	\$ 2,773,365	\$ 381,339	\$ 213,636	\$ 117,200	\$ -	\$ -
Distribution to Participants												
MUNICIPAL	\$ 19,693,940	\$ 5,090,674	\$ 4,810,048	\$ 4,124,940	\$ 333,452	\$ 2,180,123	\$ 2,773,365	\$ 381,339	\$ -	\$ -	\$ -	\$ -
FOX RIVER FIBER	42,377	0	0	0	0	0	0	0	0	0	42,377	0
PROCTER & GAMBLE	1,457,361	604,612	118,658	414,017	1,561	30,054	0	0	0	0	213,636	74,822
Total	\$ 21,193,678	\$ 5,695,286	\$ 4,928,705	\$ 4,538,957	\$ 335,013	\$ 2,210,177	\$ 2,773,365	\$ 381,339	\$ 213,636	\$ 117,200	\$ -	\$ -

Note: Other Miscellaneous summarizes expenses of contracted services, office & administrative, equipment, plant and property insurance, supplies employee training, & development, and travel & meetings.

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Interceptor System O & M

Account Name	Maintenance	Field Services	Procter & Gamble Meter Station	Procter & Gamble Interceptor	Fox River Fiber Force Main	Total
Salaries - Procter & Gamble (P&G) Interceptor	\$ -	\$ 1,177		\$ 1,177		\$ 1,177
Benefits - P&G Interceptor	-	371		371		371
Salaries - P&G Meter Station	2,831	10,592	13,423			13,423
Benefits - P&G Meter Station	891	3,335	4,226			4,226
Salaries - Fox River Fiber - Force Main	-	4,708			4,708	4,708
Benefits - Fox River Fiber - Force Main	-	1,482			1,482	1,482
Salaries - Fox River Fiber - Meter Station	600	8,238			8,838	8,838
Benefits - Fox River Fiber - Meter Station	189	2,594			2,783	2,783
Repair & Maintenance (R & M) - P&G Interceptor				900		900
R & M - P&G Meter Station			7,352			7,352
Phones - P&G			1,440			1,440
Power - P&G						-
R & M - Force Main					1,610	1,610
R & M - Meter Station					72	72
Chemicals						-
Total	\$ 4,511	\$ 32,497	\$ 26,441	\$ 2,448	\$ 19,493	\$ 48,382

Account Name	Maintenance	Field Services	GBMSD Meter Stations	GBMSD Interceptors	Lift Station	Pretreatment
Salaries - Pretreatment	\$ -	\$ 134,619				\$ 134,619
Salaries - GBMSD Interceptors	3,282	87,799		91,081		
Salaries - GBMSD Meter Stations	-	91,800	91,800			
Salaries - East Bayshore Lift Stations	28,137	39,545			67,682	
Salaries - East River Lift Station	12,715	14,123			26,838	
Salaries - Old Plank Lift Station	3,370	7,297			10,667	
Salaries - Interplant Force Main	-	12,240		12,240		
Salaries - Chemical Feed Building	-	2,354	2,354			
Benefits - Pretreatment	-	42,382				42,382
Benefits - GBMSD Interceptors	1,033	27,642		28,675		
Benefits - GBMSD Meter Stations	-	28,901	28,901			
Benefits - East Bayshore Lift Stations	8,858	12,450			21,308	
Benefits - East River Lift Station	4,003	4,446			8,449	
Benefits - Old Plank Lift Station	1,061	2,297			3,358	
Benefits - Interplant Force Main	-	3,853		3,853		
Benefits - Chemical Feed Building	-	741	741			
Pretreatment Program						13,160
R & M - East Bayshore System Lift Stations					39,390	
R & M - East Bayshore Force Main					1,300	
R & M - East River Lift Station					11,596	
R & M - GBMSD Interceptors - Field Services				47,100		
R & M - GBMSD Interceptors - Engineering				705,000		
R & M - Old Plank Lift Station					7,500	
R & M - Interplant Force Main				3,780		
R & M - GBMSD Meter Stations			62,580			
R & M - Chemical Feed Building			1,396			
Phones - Meter/Lift Stations			34,360			
Phones - Chemical Feed Building			-			
Power - Meter Stations			18,000			
Power - Chemical Feed Building			1,400			
Power - Old Plank Lift Station					1,425	
Power - East Bayshore Lift Stations					25,500	
Power - East River Lift Station					33,000	
Water - East River Lift Station					1,500	
Chemicals - Old Plank Lift Station					4,500	
Chemicals - De Pere Conveyance					47,320	
Chemicals - Chemical Feed Building					-	
Chemicals - Bayshore Interceptor					35,120	
Total			\$ 241,532	\$ 891,729	\$ 346,453	\$ 190,161

Attachment: 20181206143839293 (7711 : Resolution #18-129 Revising Sewer Service Rates (December 2018).)

NEW Water

Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Salaries and Benefits before Distribution

Description	Commission	Business Services	Laboratory & Research	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	\$ 2,500	\$ 1,123,328	\$ 578,670	\$ 2,012,792	\$ 1,793,289	\$ 707,190	\$ 560,314	\$ 744,185	\$ 585,667	\$ 8,107,933
Long Term Disability	-	4,936	2,841	9,478	8,892	3,462	2,824	3,527	2,802	38,763
Dental Insurance	-	10,296	6,772	20,986	22,096	7,153	6,773	4,905	3,143	82,124
Health Insurance	-	153,589	100,262	279,419	300,787	75,364	78,226	75,364	44,074	1,107,085
Life Insurance	-	3,732	984	5,386	6,178	2,716	2,653	1,720	1,365	24,734
Wisconsin Retirement	-	68,178	35,375	125,580	113,407	45,518	36,112	46,865	35,524	506,558
FICA & Medicare	191	81,791	44,268	152,197	137,187	53,600	42,864	56,930	44,803	613,831
Worker's Compensation	6	4,469	16,724	58,170	51,826	13,221	1,289	21,507	5,852	173,064
Uniforms	-	-	2,238	12,492	13,204	-	-	3,100	-	31,034
Employee Assistance	-	3,158	-	-	-	-	-	-	-	3,158
Wellness Program	-	-	-	53,332	-	-	-	-	-	53,332
Totals	\$ 2,697	\$ 1,453,477	\$ 788,134	\$ 2,729,832	\$ 2,446,866	\$ 908,224	\$ 731,055	\$ 958,103	\$ 723,230	\$ 10,741,619

Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Salaries and Benefits after Distribution to Interceptors & Meter Stations

Description	Commission	Business Services	Laboratory Services	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	\$ 2,500	\$ 1,123,328	\$ 578,670	\$ 2,012,792	\$ 1,742,354	\$ 707,190	\$ 560,314	\$ 329,693	\$ 585,667	\$ 7,642,508
Long Term Disability	-	4,936	2,841	9,478	8,648	3,462	2,824	1,545	2,802	36,536
Dental Insurance	-	10,296	6,772	20,986	21,580	7,153	6,773	707	3,143	77,410
Health Insurance	-	153,589	100,262	279,419	293,832	75,364	78,226	18,768	44,074	1,043,534
Life Insurance	-	3,732	984	5,386	6,023	2,716	2,653	456	1,365	23,315
Wisconsin Retirement	-	68,178	35,375	125,580	110,225	45,518	36,112	7,336	35,524	463,848
FICA & Medicare	191	81,791	44,268	152,197	133,290	53,600	42,864	35,880	44,803	588,884
Worker's Compensation	6	4,469	16,724	58,170	50,739	13,221	1,289	15,633	5,852	166,103
Uniforms	-	-	2,238	12,492	13,204	-	-	3,100	-	31,034
Employee Assistance	-	3,158	-	-	-	-	-	-	-	3,158
Wellness Program	-	-	-	53,332	-	-	-	-	-	53,332
Totals	\$ 2,697	\$ 1,453,477	\$ 788,134	\$ 2,729,832	\$ 2,379,896	\$ 908,224	\$ 731,055	\$ 413,117	\$ 723,230	\$ 10,129,662

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
Employees Headcount Report

DIVISIONS AND DEPARTMENTS	DEPARTMENT	2018 BUDGET HEADCOUNT	2019 BUDGET HEADCOUNT
Business Services including Non-Departmental *		13	13
Laboratory & Research		8	8
Treatment including Health and Safety		25	24
Maintenance		24	23
Engineering		7	7
Information Technology		6	6
Field Services		9	9
Watershed Management		4	5
Regulatory Compliance		1	1
Total Headcount without Commissioners **		97	96
Commissioners		5	5

Positions Changes

Division	Department
Operations	Maintenance
Operations	Treatment
Environmental Programs	Watershed Management
	Eliminated Maintenance Mechanic Position
	Eliminated Operations Project Coordinator
	Added Grant and Contract Specialist

Notes:

- * Non-Departmental Division includes Executive Director & Human Resources
- ** Total Full-Time and Part-Time positions

Divisions and Departments classification for referencing

BUSINESS SERVICES	TECHNICAL SERVICES	OPERATIONS	ENVIRONMENTAL PROGRAMS	NON-DEPARTMENTAL
Accounting	Engineering	Maintenance	Watershed Management	Commission
Public Affairs and Education	Field Services	Treatment	Regulatory Compliance	District Wide
Information Technology		Health and Safety	Laboratory & Research	Executive Director and HR
Administrative Services			Sustainability	Procter & Gamble
				Fox River Fiber

Definition of Positions

Regular Full-time Employee – Individuals who work 40 hours per week for an extended period of time and have successfully completed a probationary period.
Regular Part-time Employee – Individuals who work less than 40 hours per week for an extended period of time.

NEW Water
Green Bay Metropolitan Sewerage District
2019 Adopted Budget - December 5, 2018
OUT-OF-AREA TRAVEL - Outside EPA Region 5 (Wisconsin, Minnesota, Illinois, Ohio, Indiana, Michigan)

Title	Division	Event
Director of Business Services	Business Services	National Association of Clean Water Agencies (NACWA) Winter Conference - Albuquerque, NM
Accounting Manager	Business Services	Institute of Management Accountants (IMA) Conference, TBD
Public Affairs & Education Coordinator	Business Services	Public Relations Society of America (PRSA) - Communication Conference, TBD
Information Technology Manager	Business Services	Microsoft Ignite Conference, Orlando, FL
System Administrator	Business Services	Microsoft Ignite Conference, Orlando, FL
System Administrator	Business Services	System Administration, Network and Security Institute (SANS) Cybersecurity Training, Scottsdale, AZ
Project Manager	Technical Services	Water Environment Federation (WEF) Residuals & Biosolids Conference, Fort Lauderdale, FL
Director Of Technical Services	Technical Services	Water Environment Federation (WEF) Research Forum - Austin, TX
Pretreatment Coordinator	Technical Services	National Association of Clean Water Agencies (NACWA) Pretreatment Seminar, TBD
Treatment Manager	Operations	Water Environment Federation (WEF) Residuals & Biosolids Conference, Fort Lauderdale, FL
Treatment Leader	Operations	Water Environment Federation (WEF) Residuals & Biosolids Conference, Fort Lauderdale, FL
Treatment Leader	Operations	Water Environment Federation (WEF) Nutrient Removal and Recovery Conference, TBD
Treatment Manager	Operations	Water Environment Federation (WEF) Utility Management Conference, Nashville, TN
Executive Director	Non-Departmental	National Association of Clean Water Agencies (NACWA) Winter Conference - Albuquerque, NM
Executive Director	Non-Departmental	US Water Alliance Conference, Austin, TX
Executive Director	Non-Departmental	National Association of Clean Water Agencies (NACWA) Environmental Policy - Washington, DC
Executive Director	Non-Departmental	National Association of Clean Water Agencies (NACWA) Leadership Meeting - Miami, FL
Executive Director	Non-Departmental	Environmental Protection Agency (EPA) Meeting - Washington, DC
Executive Director	Non-Departmental	Other Meetings - TBD
Commissioner	Non-Departmental	National Association of Clean Water Agencies (NACWA) Winter Conference - Albuquerque, NM
Watershed Programs Manager	Environmental Programs	Healthy Soils for Healthy Waters - Ames, Iowa
Water Specialist	Environmental Programs	International Association of Great Lakes Research, (IAGLR), Brock Port, NY
Water Resources Specialist	Environmental Programs	International Association of Great Lakes Research, (IAGLR), Brock Port, NY
Water Resources Specialist	Environmental Programs	Global Lake Ecological Observatory Network - TBD

Attachment: 20181206143839293 (7711 : Resolution #18-129 Revising Sewer Service Rates (December 2018).)

12/5/2018

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2019 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN**

2019 Budget - Adopted - December 5, 2018	2019	2020	2021	2022	2023
MAJOR CAPITAL: WASTEWATER TREATMENT FACILITIES					
GBF: Blower System Efficiency Upgrade	-	-	-	205,000	4,635,000
GBF: R2E2 Solids Management Project	3,135,000	-	-	-	-
GBF: Metro & Mill Pumping and Plant Drain Systems Upgrades	-	100,000	340,000	5,905,000	5,925,000
GBF: Gravity Belt Thickener Replacement	281,000	4,436,000	-	-	-
GBF: Reclaimed Water System ** See Notes **	1,690,000	1,700,000	-	-	-
DPF: Service Water System Rehabilitation/Replacement	100,000	1,320,000	-	-	-
DPF: Primary Substation & Emergency Generator	14,079,000	-	-	-	-
GBF & DPF: Clarifier Rehabilitation	600,000	4,530,000	5,330,000	8,330,000	-
GBF: Primary Clarifier Odor Control	-	-	330,000	7,375,000	-
GBF & DPF: Headworks Upgrades	-	-	340,000	3,850,000	5,750,000
GBF: Maintenance Building Addition	-	300,000	1,250,000	1,950,000	-
Interplant Wastewater Force Main - Phase 2	-	-	-	38,000	848,000
DPF: Tertiary Filter Replacement	351,000	3,516,000	4,212,000	-	-
TOTAL WASTEWATER TREATMENT FACILITIES	20,236,000	15,902,000	11,802,000	27,651,000	17,158,000
MAJOR CAPITAL: INTERCEPTORS					
Ninth Street Interceptor Rehabilitation ** See Notes **	125,000	2,966,000	-	-	-
East River Interceptor Rehabilitation ** See Notes **	55,000	3,766,000	-	-	-
West Fox River Interceptor Relay and Rehabilitation	-	-	-	209,000	4,956,000
Ninth Street Interceptor Extension - American Drive	-	1,250,000	-	-	-
Fox River Crossing Rehabilitation	-	67,000	1,588,000	-	-
East Fox River Interceptor Rehabilitation	-	119,000	2,815,000	-	-
West Tower Drive Interceptor Rehabilitation	-	-	-	-	70,000
East Bayshore System Relief & Replacement	-	-	-	-	150,000
East Tower Drive Interceptor Rehabilitation - Phase 1	-	-	-	-	80,000
East River Lift Station - Upsizing & Rehabilitation	-	-	77,000	1,823,000	-
East Bayshore Lift Stations - Replacement	-	-	35,000	520,000	-
TOTAL INTERCEPTORS, METER STATIONS & LIFT STATIONS	180,000	8,168,000	4,515,000	2,552,000	5,236,000
DEPARTMENT ANNUAL CAPITAL INVESTMENTS					
MAINTENANCE SECTION					
GBF: Replace MCC - Administration Building ADP-1,-2; MCC-A1,-A2	330,000	-	-	-	-
GBF: Replace MCC - South Plant MCC-N1,-N2,-N3	370,000	-	-	-	-
DPF: Replace outdated MCCs	-	125,000	-	-	-
DPF: Replace diffuser socks in aeration system (10-year rotation)	-	-	57,000	-	-
GBF: Replace Air Handling Units	-	432,000	527,000	230,000	-
DPF: Replace roof - Sludge Control Tank Building	-	-	79,000	-	-
Vehicle ID# 107 Replacement (Field Services)	-	-	-	63,000	-
Vehicle ID# 111 Replacement (Field Services)	-	40,000	-	-	-
DPF: Actuated Slide Gates & Basin Drains	-	-	200,000	-	-
GBF: Air Compressor Replacement	-	-	400,000	-	-
DPF: Air Handling Unit Replacement	250,000	-	-	-	-
GBF: Power Roof Vent Replacement	-	375,000	-	-	-
DPF: Power Roof Vent Replacement	-	125,000	-	-	-
GBF: Tunnel Unit Heater Replacement Phase 2	-	50,000	-	-	-
GBF: Tunnel Unit Heater Replacement Phase 3	-	-	50,000	-	-
DPF: Tunnel Unit Heater Replacement	-	-	-	50,000	-
GBF: Transformer Replacement Project	-	125,000	-	-	-

12/5/2018

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2019 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN**

2019 Budget - Adopted - December 5, 2018	2019	2020	2021	2022	2023
GBF: SW Pump Replacement	-	-	400,000	-	-
GBF: Perimeter Fence Replacement	-	141,000	-	-	-
Maintenance Section subtotal	960,000	1,413,000	1,713,000	343,000	-
INFORMATION TECHNOLOGY SECTION					
GBF: Fiber Optic Network Enhancement/Upgrade	-	-	80,000	-	-
GBF: Building Network Cabling Enhance/Upgrade	-	-	45,000	-	-
GBF: County Wide Radio Communications	-	-	-	-	50,000
GBF: County Wide Radio Communications Phase II	-	-	-	-	50,000
GBF: Replace PLC Input/Output Hardware	125,000	125,000	125,000	125,000	-
GBF: Laboratory Information Management System	-	-	-	-	450,000
GBF & DPF: Telephone System	-	150,000	-	-	-
GBF & DPF: Disaster Recovery/Backup System	-	-	-	-	75,000
GBF: eDocs, Imaging/ Management/Collaboration	-	-	-	-	90,000
Information Technology Section subtotal	125,000	275,000	250,000	125,000	715,000
ENGINEERING SECTION					
Meter Station #1 Flow Tube and Flow Meter Replacement	-	90,000	-	-	-
MS 6, 8, & 9 Rehabilitation	435,000	-	-	-	-
Annual Manhole Rehabilitation	50,000	50,000	50,000	50,000	50,000
Administration Building Office Space Upgrades	1,350,000	-	-	-	-
Engineering Services Section subtotal	1,835,000	140,000	50,000	50,000	50,000
WATERSHED MANAGEMENT SECTION					
Watershed Management Section subtotal	-	-	-	-	-
FIELD SERVICES SECTION					
MS-05 Flow Tube Replacement	-	100,000	-	-	-
Lift Station alarm notification system	-	-	-	-	200,000
ERLS - Grinder system	-	250,000	-	-	-
Field Services Section subtotal	-	350,000	-	-	200,000
LABORATORY & RESEARCH SECTION					
Automated BOD Analyzers	38,000	-	38,000	-	-
Laboratory Services Section subtotal	38,000	-	38,000	-	-
TOTAL ANNUAL CAPITAL INVESTMENTS	2,948,000	2,178,000	2,051,000	518,000	965,000
TOTAL CAPITAL INVESTMENTS	23,364,000	26,248,000	18,368,000	30,721,000	23,359,000

Notes:

Major Capital - Treatment Facilities GBF Reclaimed Water System project: Funded via contributed capital from Brown County and/or Industrial Customer.

Major Capital - Interceptors: Ninth Street Interceptor Rehabilitation project: \$100,000 overcollected in 2015 for anticipated Annual Capital project.

Major Capital - Interceptors: East River Interceptor Rehabilitation project: \$715,000 collected in 2018 Budget for anticipated project.

This 5-year report projects costs going forward. It does not capture actual expenditures from previous years and the totals do not accurately reflect the total capital costs of projects that are in progress.

Attachment: 20181206143839293 (7711 : Resolution #18-129 Revising Sewer Service Rates (December 2018).)

Green Bay Metropolitan Sewerage District
2019 Budget – Adopted
Summary of Revenues and Expenses Legends

Revenues:

Favorable Revenue Variances: means more revenue than projected or budgeted. It is a positive occurrence to receive more revenues than anticipated.

Unfavorable Revenue Variances: means less revenue than projected or budgeted. It is usually a negative occurrence.

Municipal User Fees:	Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, Kjeldahl Nitrogen, Direct Charges, and Hauled Waste
Mill User Fees:	Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, Kjeldahl Nitrogen, Direct Charges from Procter & Gamble, and Fox River Fiber
Mill Direct Charges:	Daily Sample Pickup and Laboratory Testing, Inspection, Monitoring, Dewatering, O&M, and Diggers Hotline
Mill Capital Charges:	Capital and Debt Service Charges
General Reserve Interest:	Interest Income from General Fund Accounts (unrestrictive funds) other than Investment Accounts
Other Revenues:	Rate Stabilization Offsets, Interest Income Offsets, Hauled Waste Truck Fees, Sampling, Laboratory Analysis, Yacht Club Lease, and Interceptor Cost Recovery Leases
Rate Stabilization Reserve Transfers:	A designated expense allocated to rate stabilization funds due to prior year collection or expenses designated to be funded by this reserve
Interceptor Cost Recovery (ICR) Reserve Transfers:	GBMSD has agreements with various municipal customers in which the municipalities have agreed to reimburse GBMSD for the cost of interceptors owned by GBMSD whose capacity has been allocated to the municipalities. Annual repayments are sent to the municipalities. This transfer is to offset the debt payment of these interceptors

Green Bay Metropolitan Sewerage District 2019 Budget – Adopted

Summary of Revenues and Expenses Legends

Plant and Equipment Replacement Designated capital expenses allocated to be funded by this
Fund Reserve Transfers (PERF): reserve.

General Fund Transfers: Designated expenses allocated to be paid by this fund.

Expenses:

Favorable Expense Variances: means less expenses than budgeted or projected.

Unfavorable Expense Variances: means more expenses than budgeted or projected.

Salaries & Benefits:	Salaries, Opt-Out Incentive Payout, Health, Dental, & Life Insurances, Retirement, Social Security, Fringe Benefits, Workers Compensation, Uniforms, Employee Referral Services, Long Term Disability, Wellness, Employee Assistance, and Uniforms
Power:	All Power for the facilities
Contracted Services:	Contractors, Legal, Audits, Studies, Occupational Health, Custodial and Lawn Services, Environmental Programs, Sponsorship, Temporary Assistance, Recruitment, Consultants, Hazardous Waste Disposal, Class and Compensation, Household Hazardous Waste Disposal, Continuous Improvement/Lean, In District Sustainability, Risk Based Asset Management, Watershed Based Planning, Reg/Muni Environment Service, and Contingency
Maintenance & Repairs:	Repair and Maintenance Building and Equipments, Small Tools, Fuel for GBMSD Vehicles and Boats, Freight, Water, Fire Protection, Equipment Leases and Rentals
Chemicals:	Sodium Hypochlorite and Bisulfite, Polymer, Ferric Chloride, Lime, and Laboratory Chemicals for the facilities
Natural Gas & Fuel Oil:	Diesel, Fuel, Natural Gas for Generators, Incineration, and Heating for the facilities

Green Bay Metropolitan Sewerage District 2019 Budget – Adopted

Summary of Revenues and Expenses Legends

Solid Waste Disposal:	Material (grit, screenings, ash, and dewatered sludge) hauled from GBMSD to landfill
Interceptor System:	Repair and Maintenance of Interceptors, Lift Stations, Meter Stations, Pretreatment, Power, Chemicals, Water, and Telephones
Office & Administrative:	Publishing, Postage, Data Processing, Employee Recognition, Public Information, Portable, Telephones, Safety Shoes and Glasses, Memberships and Dues, Publications and Subscriptions, Licenses and Permits, Meeting Expenses, Bank Service Charges, Bond Issuance Cost, Community Outreach, Education & Public Outreach (EPO)
Insurances:	Automobile, Property, Boiler and Machinery, Liability, Umbrella, Commercial Crime, and Public Officials
Supplies:	Employee Security Badges, Safety & First Aid Equipment and Supplies, Small Computer Hardware and Software, Other Office Supplies, such as: Calculators, Pens, Pencils, Paper, Binders, Folders, Dividers, Tape, Batteries, Toner & Ink Cartridges etc., Cleaning/Janitorial Supplies, Building/Grounds Supplies, Shipping Supplies, etc.
Employee Training & Development:	Employee Development (Registration), Training, and Tuition Fees
Travel and Meetings:	Travel Lodging, Transportation, Meals and Mileage Expenses
DNR Environmental Fees:	Annual Environmental Fee statement from the DNR, which includes: charges from our NR101 discharge (includes a charge for all pounds of parameters that have permit limits), Hazardous Waste Disposal Fees, Air Emission Fees, and Laboratory Certification Fee. Other Fees such as Tier 2 report fees (related to hazardous material management on site) and other license or permit application fees which may arise

Green Bay Metropolitan Sewerage District
2019 Budget – Adopted
Summary of Revenues and Expenses Legends

Debt Service and Annual Capital

- Debt Service:** Principal and Interest incurred for Long Term Capital projects from Clean Water Fund Loans, General Obligation Bonds, and Promissory Notes to financial institutions, such as: DNR, Associated Bank, Board of Commissioners of Public Lands, etc.
- Annual Capital:** Maintenance Equipment and Interceptor repairs for less than a year expenses and completion
- R2E2 Construction – Rate Stabilization:** An amount collected in advance of the debt service being due for the Solids Project (R2E2) to provide a transition to the overall rate impact on the financing for this project. The funds will be segregated and used to pay subsequent debt service on the R2E2 Project. The amount collected brings the overall 2013 rate increase to within the 9% amount estimated in the planning for R2E2 Project



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #18-130 Authorizing Release of Storm Sewer-Drainage Easement (Parcels ED-2309 and ED-2310; Millennium Court)

The Board of Public Works, at the December 10, 2018 meeting, approved the recommendation to release a 20 foot storm sewer drainage easement, while retaining an existing 12 foot utility easement, at 701-711 Millennium Court (Parcels ED-2310 & ED-2309). The above motion passed unanimously with a 5-0 vote.

ATTACHMENTS:

- Reso18-130 (DOCX)
- Exhibit 1 Release of 20' Storm sewer-drainage easement - Millennium Court (PDF)
- Ex A 20'storm easement release (PDF)
- Revised Report to Board of Public Works - Easement Release 701-711 Millennium (DOCX)
- Application Form (PDF)
- 021287_Eastside_IndustrialPark_2 (PDF)
- 2BI_OP_041999_EastSideIndustrialPark2ndAddn (PDF)
- 20'storm easement release_exhibits_legals (PDF)
- 12' utility easement_exhibits_legals (PDF)

RESOLUTION #18-130

AUTHORIZING RELEASE OF STORM SEWER-DRAINAGE EASEMENT
(Parcels ED-2309 and ED-2310; Millennium Court)

WHEREAS, a 20' storm sewer-drainage easement was created in the platting of the East Side Industrial Park Second Addition in 1999; and

WHEREAS, such storm sewer-drainage easement was placed over a 12' utility easement created in the platting of the East Industrial Park in 1987; and

WHEREAS, it has been determined that the 20' storm sewer –drainage easement is not needed given the existing 12' utility easement; and

WHEREAS, the Board of Public Works has reviewed such release of the storm sewer-drainage easement, determined said easement is not necessary for City purposes, and recommends approval of releasing the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Release of Storm Sewer-Drainage Easement attached hereto and incorporated as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Document Number**PARTIAL RELEASE OF STORM SEWER- DRAINAGE EASEMENT**

The **City of De Pere**, a Wisconsin municipal corporation, hereby releases its rights, title and interest under the certain storm sewer-drainage easement affecting the following described real property:

The westerly 20.00 feet of Lot 23, East Side Industrial Park Second Addition, located in part of the Southwest 1/4 of the Southwest 1/4 of Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin; and

The westerly 20.00 feet of Lot 22, East Side Industrial Park Second Addition, located in part of the Southwest 1/4 of the Southwest 1/4 of Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin.

A map showing the area to be discontinued is attached hereto and incorporated herein by reference as Exhibit A.

This Partial Release does not release the 12' utility easement encumbering such property pursuant to the Plat of East Industrial Park, recorded in the Brown County Register of Deeds Office in Volume 19, Page 41 on February 24, 1987 as Document Number 1113369.

This space is reserved for recording data

Return to

Judith Schmidt-Lehman
City of De Pere
335 South Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

Part of ED-2309 and ED-2310

Signed this _____ day of _____, 2018.

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

State of Wisconsin)
Brown County) ss.

This instrument was acknowledged before me on this ____ day of _____, 2018 by the above named person(s), Michael J. Walsh and Shana D. Ledvina.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

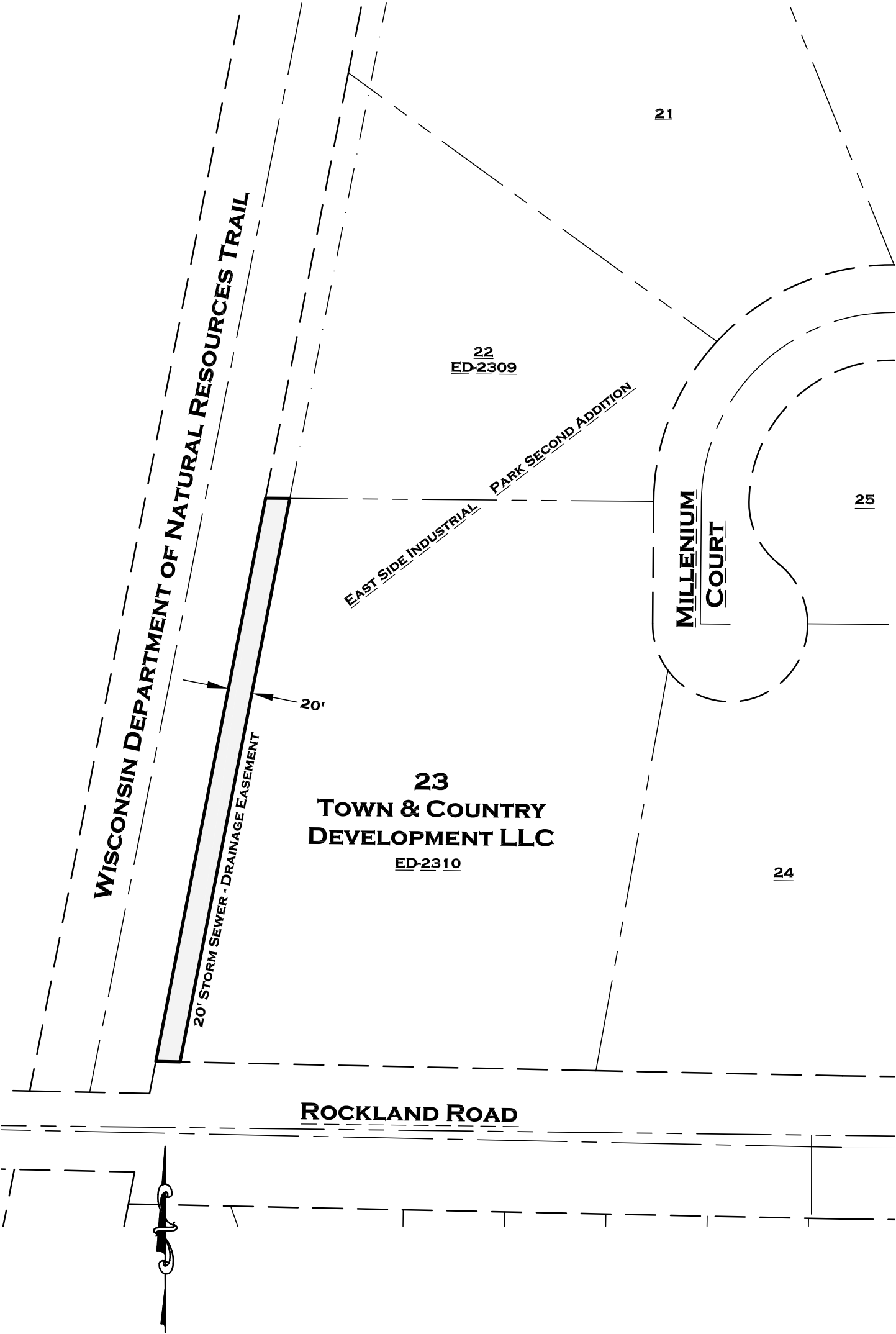
My commission expires: _____

(SEAL)

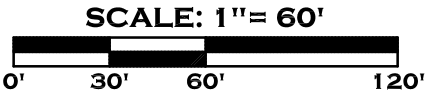
This document was drafted by Judith Schmidt-Lehman.

Attachment: Exhibit 1 Release of 20' Storm sewer-drainage easement - Millennium Court (7714 : Resolution #18-130 Authorizing Release of

EXHIBIT A



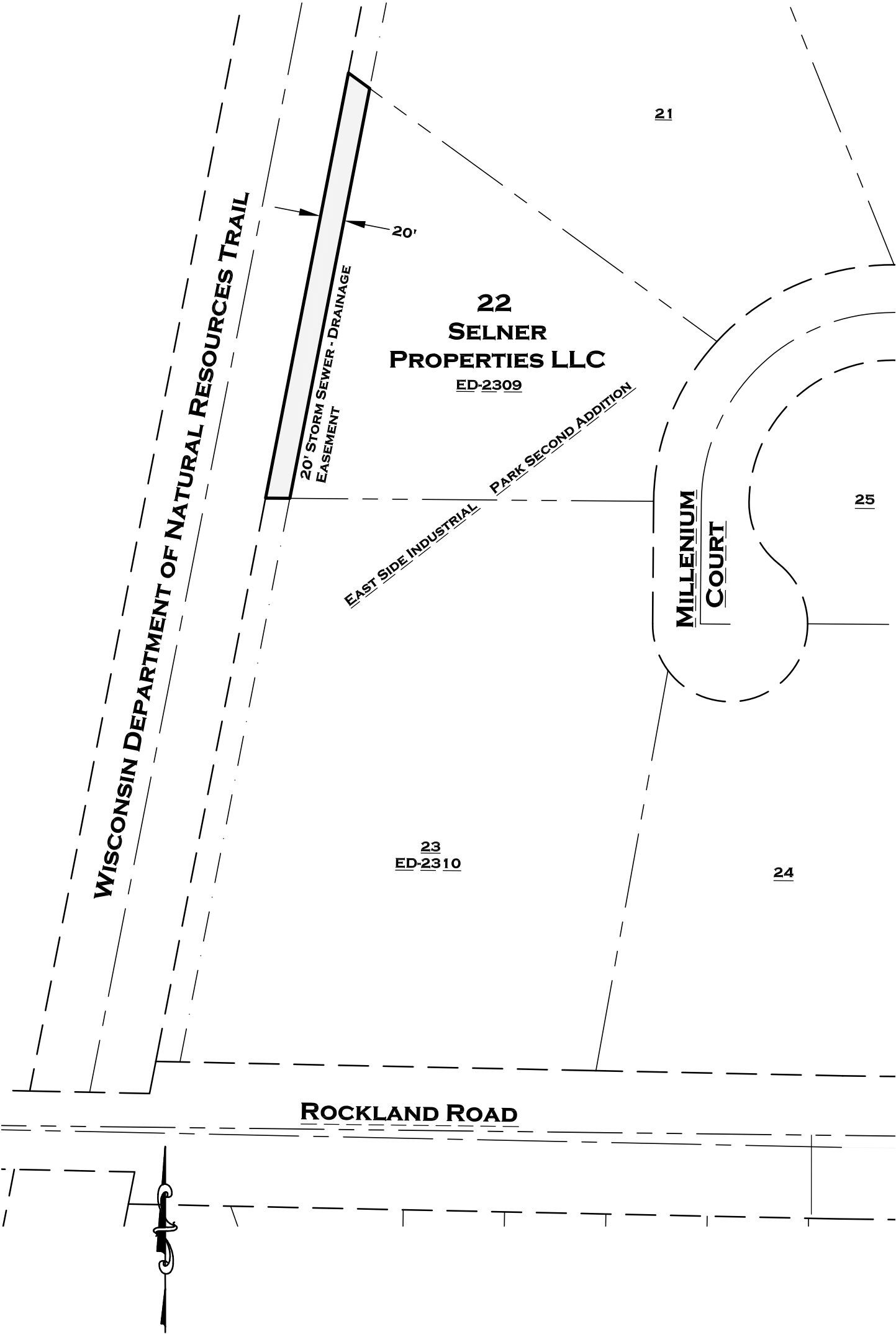
Attachment: Ex A 20's storm easement release (7714 : Resolution #18-130 Authorizing Release of Storm Sewer-Drainage Easement-Parcels ED-2309 and ED-2310)



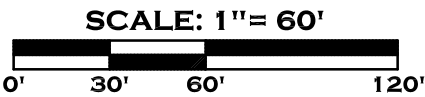
ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
PHONE: (920) 662-9641
INTERNET: WWW.RELEEINC.COM
FAX: (920) 662-9141

R:\0400\0404\0404436\DWG\20' RELEASE.DWG

EXHIBIT A



Attachment: Ex A 20's storm easement release (7714 : Resolution #18-130 Authorizing Release of Storm Sewer-Drainage Easement-Parcels ED-2309 and ED-2310)



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R:\0400\0404\0404436\DWG\20' RELEASE.DWG

ED-2310

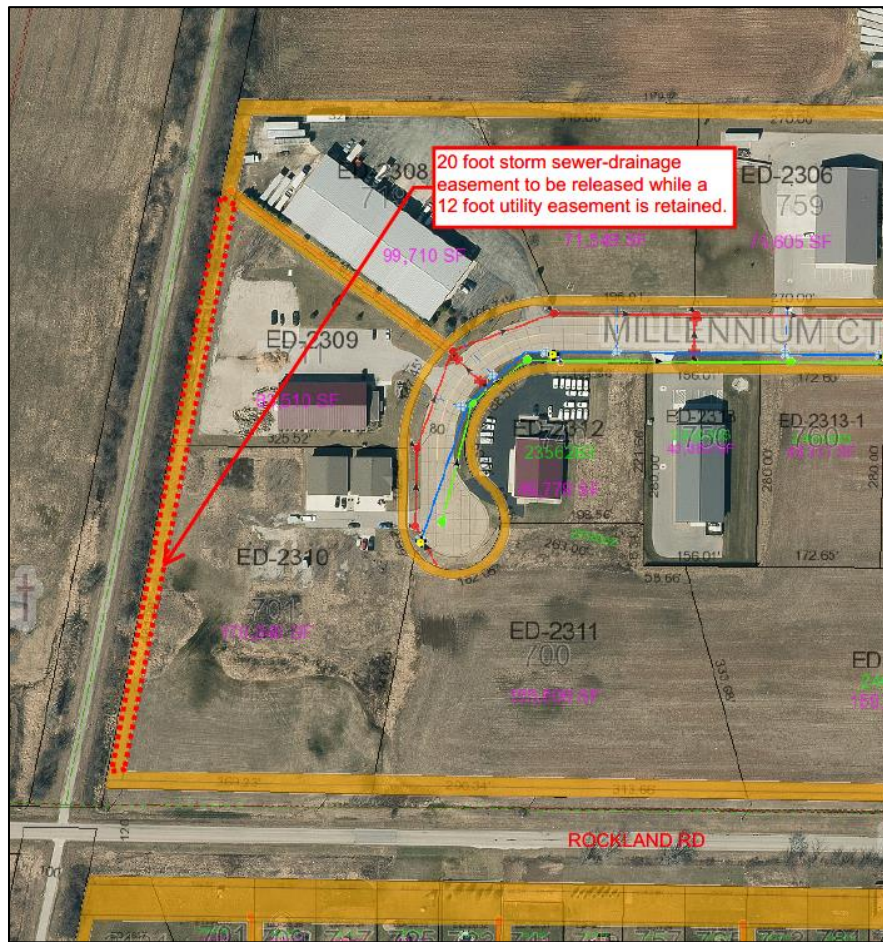
The westerly 20.00 feet of Lot 23, East Side Industrial Park Second Addition, located in part of the Southwest 1/4 of the Southwest 1/4 of Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin.

ED-2309

The westerly 20.00 feet of Lot 22, East Side Industrial Park Second Addition, located in part of the Southwest 1/4 of the Southwest 1/4 of Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin.

ITEM: Recommendation regarding the release of a 20 foot storm sewer-drainage easement, while retaining an existing 12 foot utility easement, at 701-711 Millennium Court (Parcels ED-2310 & ED-2309). Submitted by David Anderson, Town & Country Development LLC, authorized representative for Irish Construction & Investments LLC.*

SITE MAP



REQUESTED ACTION: Release/Reduction of Easement Request.*

In summary, releasing a 20 foot storm sewer-drainage easement, while retaining an existing 12 foot utility easement in the same location.

COMMON DESCRIPTION: 701-711 Millennium Court, more specifically located north from Rockland Road and parallel (on the east side) to the Fox River State Recreational Trail.

PARCEL NUMBERS: ED-2310 & ED 2309

EXISTING ZONING: I-3 PDD & I-3
(General Industrial District with a Planned Development District overlay
And General Industrial District)

PROPOSED ZONING: No proposed rezoning.

SURROUNDING LAND USES:	Industrial to the north. Residential to the south. Industrial and vacant/agricultural to the east. State recreational trail, city compost site, and agricultural to the west.	
COMPREHENSIVE PLAN:	Industrial Park.	
APPLICANT/OWNER NAME:	David Anderson, Managing Member Authorized Representative Town & Country LLC 1855 Cottonwood Court De Pere, WI 54115	Owner of Parcel ED-2310: Irish Construction & Investments LLC N4664 Olde Ireland Way Kaukauna, WI 54130-7445 Owner of Parcel ED-2309: Selner Properties LLC 2249 S. Broadway Green Bay, WI 54304
SITE HISTORY:	A 12 foot utility easement was established in 1987 via the “East Side Industrial Park” subdivision Volume 18, Page 42. A 20 foot storm-sewer drainage easement was established in 1999 via the “East Side Industrial Park Second Addition” subdivision Volume 21, Page 57 (doc. 170384). The subject area was originally used for agricultural purposes. In 2006 Parcel ED-2310 was zoned to have a PDD overlay that allowed 21 duplex-type structures to be built for business use but only 2 of the 21 structures were built. In 2008-09 the industrial zoned Parcel ED-2309 was developed.	
REVIEW:	When reviewing a release of easement request, staff considers the future need for utilities in the area as well as the location of alternative easements, recommendation of the Comprehensive Plan, and proposed future development. The easement to be released is for city storm sewer and drainage needs, which can be accommodated within the 12 foot easement to be retained on the west property lines. City Development Services and Engineering staff supports the request as the remaining easement is sufficient for City needs. The easement area for public utilities will not change in size or use for WPS, AT&T, Spectrum, etc.. At this time there are no other known facilities in the easements.	
REVIEW PROCESS:	For release of easement requests, the Board of Public Works provides a recommendation to the Common Council. The Common Council reviews the release, and if approved, formal Release of Easement documents are prepared by the City Attorney for signing by utilities and recording at the Register of Deeds office. The anticipated review date by Common Council is either December 18, 2018 or January 2, 2019.	
STAFF RECOMMENDATION:	Staff recommends APPROVAL of the Release of Easement request subject to the following: 1. Subject to release acceptance by any utilities that have authority to utilize the easement. 2. The release of easement should be recorded.	



CITY OF DE PERE
APPLICATION FOR
EASEMENT RELEASE

CITY OF DE PERE
 RECEIVED
 NOV 16 2018
 PLANNING DEPT

Fee: \$ 368.00

Receipt #: 137912

Date: 11-16-18

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) <i>Town + Country Development, LLC</i>	Authorized Representative <i>David Anderson</i>	Title <i>Managing Member</i>	
Mailing Address <i>1855 Cottonwood Ct.</i>	City <i>De Pere</i>	State <i>WI</i>	ZIP Code <i>54115</i>
Email Address <i>dave@townandcountrydevelopment.com</i>	Phone Number (incl. area code) <i>920-360-1040</i>	Fax Number (incl. area code) <i>N/A</i>	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description <i>701 Millenium Ct. De Pere, WI 54115</i>	Parcel No. <i>ED-2310</i>
---	------------------------------

SECTION 4: Easement Information

Existing Zoning:	<i>I3 with a PDD overlay</i>
Present Use of Parcel:	<i>Vacant and planned development for business use</i>
Proposed Use of Lots:	<i>Business use expansion per PDD</i>

Please submit the following:

- 1-Scaled map identifying easement to be released
- 2-Legal description for easement
- 3-Summary/description of reason why easement release is needed
- 4-Information from other utilities indicating they agree with release

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) <i>David Anderson</i>	Title <i>Managing Member</i>	Phone Number <i>920-360-1040</i>
Signature of Applicant <i>[Signature]</i>		Date Signed <i>11/16/18</i>

TO BE COMPLETED BY CITY STAFF

Easement Release authorized by the De Pere Municipal Code, Chapter 46.

Required Information that applicant should include with application form:

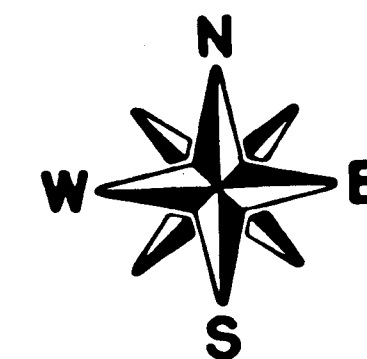
- Scaled map identifying the boundaries of the easement to be released.
 - Legal description that defines the easement.
 - Summary/description of why easement release is needed.
 - Information from other utilities indicating they agree with release.
-

Steps for approval:

- 1.) Applicant submits application and above required information with review fee of \$368.
- 2.) City staff will review application. If staff believes easement is no longer needed, topic will be placed on next practicable Board of Public Works (BOPW) agenda.
- 3.) BOPW will either recommend or reject proposal.
- 4.) If rejected, applicant may terminate process – no refund.
- 5.) If approved and applicant wishes rejected project to continue, project will be prepared for next practicable Common Council meeting.
- 6.) Common Council either approves or denies proposal.
- 7.) If approved, City Attorney prepares legal documents for signature by utilities.
- 8.) If denied, project ends – no refund.
- 9.) City Attorney records documents with Register of Deeds, ending process.

EAST SIDE INDUSTRIAL PARK

PART OF PARCEL A OF VOLUME 4 OF CERTIFIED SURVEY MAPS, PAGE 223, BROWN COUNTY REGISTRY, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND ALSO PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 34, T23N-R20E, CITY OF DEPERE, BROWN COUNTY, WISCONSIN.



0 200 300 400
SCALE: 1" = 200'

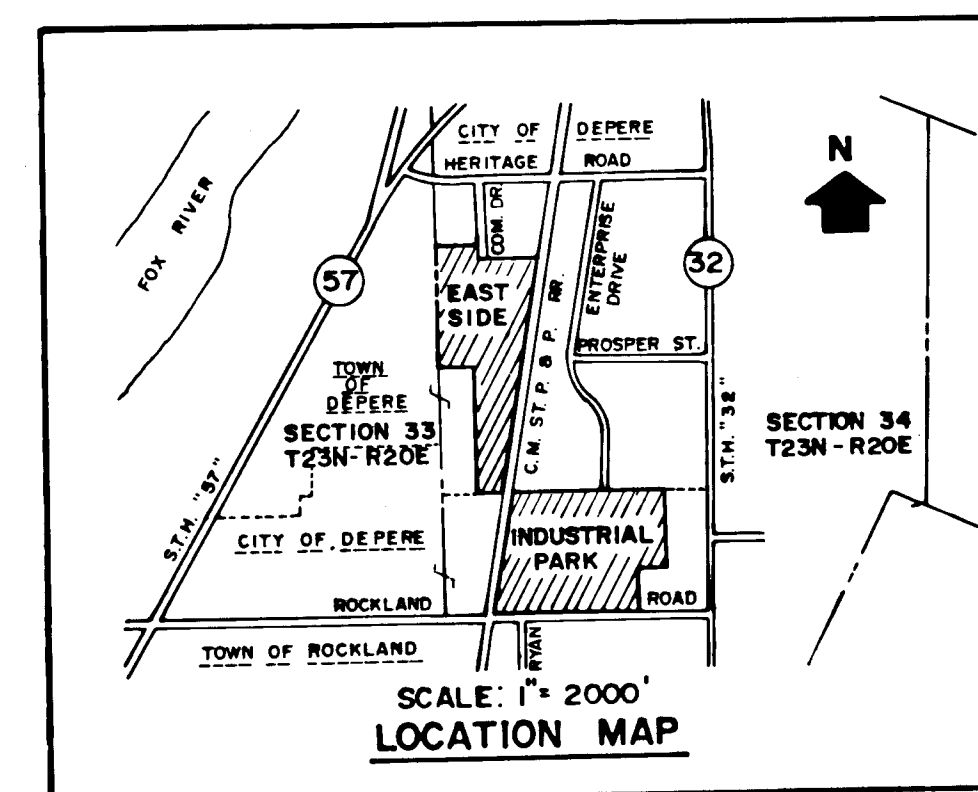
LEGEND

- Existing 1" Dia. Iron Pipe
- △ Existing Railroad Spike
- Set 2" x 30" iron pipe weighing 3.65 lbs./lin.ft., min.
- ⊙ Set 2" x 30" iron pipe weighing 3.65 lbs./lin.ft., min., over existing 1" iron pipe.
- ⊗ Set 2" x 30" iron pipe weighing 3.65 lbs./lin.ft., min., over existing 3/4" iron rod.

All linear measurements have been made to the nearest Hundredth of a foot and computed to the nearest Hundredth of a foot.

All angular measurements have been to the nearest 3 seconds and computed to the nearest half of a second.

Bearings are referenced to the West line of the Northwest 1/4, assumed to bear 800°51'35"X.



CURVE DATA

Curve	Arc	Chord	Chord Bearing	Radius	Central Angle	Tan.
C-6	18.74'	16.89'	S44°31'48.5"W	12.00'	89°29'07"	11.89'
C-7	18.96'	17.05'	N45°28'11.5"W	12.00'	90°30'53"	12.11'

WEST 1/4 CORNER SECTION 34, T23N-R20E. EXISTING BROWN COUNTY MONUMENT.

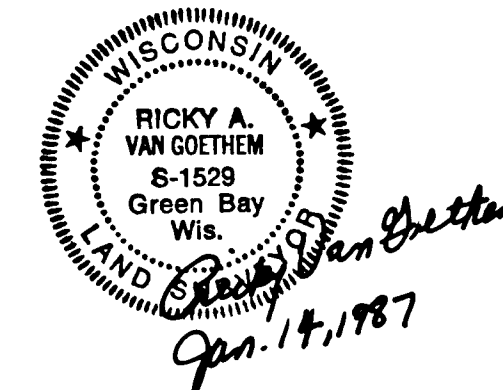
SOUTHWEST CORNER SECTION 34, T23N-R20E. EXISTING BROWN COUNTY MONUMENT. 1" IRON PIPE.

NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 34, T23N-R20E. EXISTING BROWN COUNTY MONUMENT. 4" x 4" SQ. CONCRETE MONUMENT WITH BRASS CAP.

SOUTH 1/4 CORNER SECTION 34, T23N-R20E. EXISTING BROWN COUNTY MONUMENT. 4" x 4" CONCRETE MONUMENT WITH BRASS CAP.

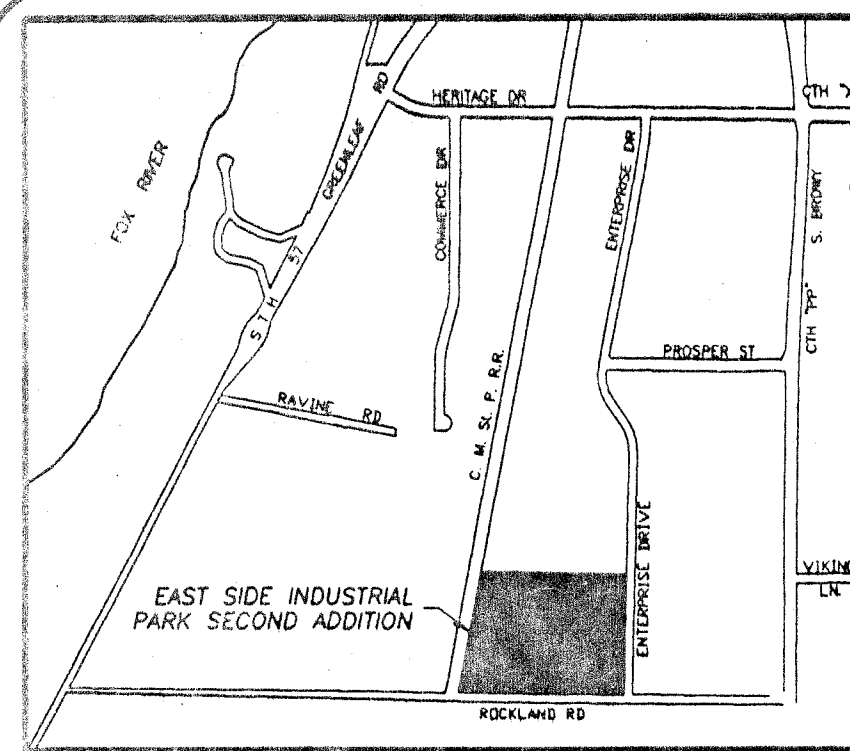
CLOSING CORNER SECTION 34, T23N-R20E. EXISTING BROWN COUNTY MONUMENT. 5/8" IRON ROD.

REVISED THIS 10th DAY, OF FEBRUARY, 1987.



DRAWN BY: DENNIS REIM

SHEET 2 OF 3



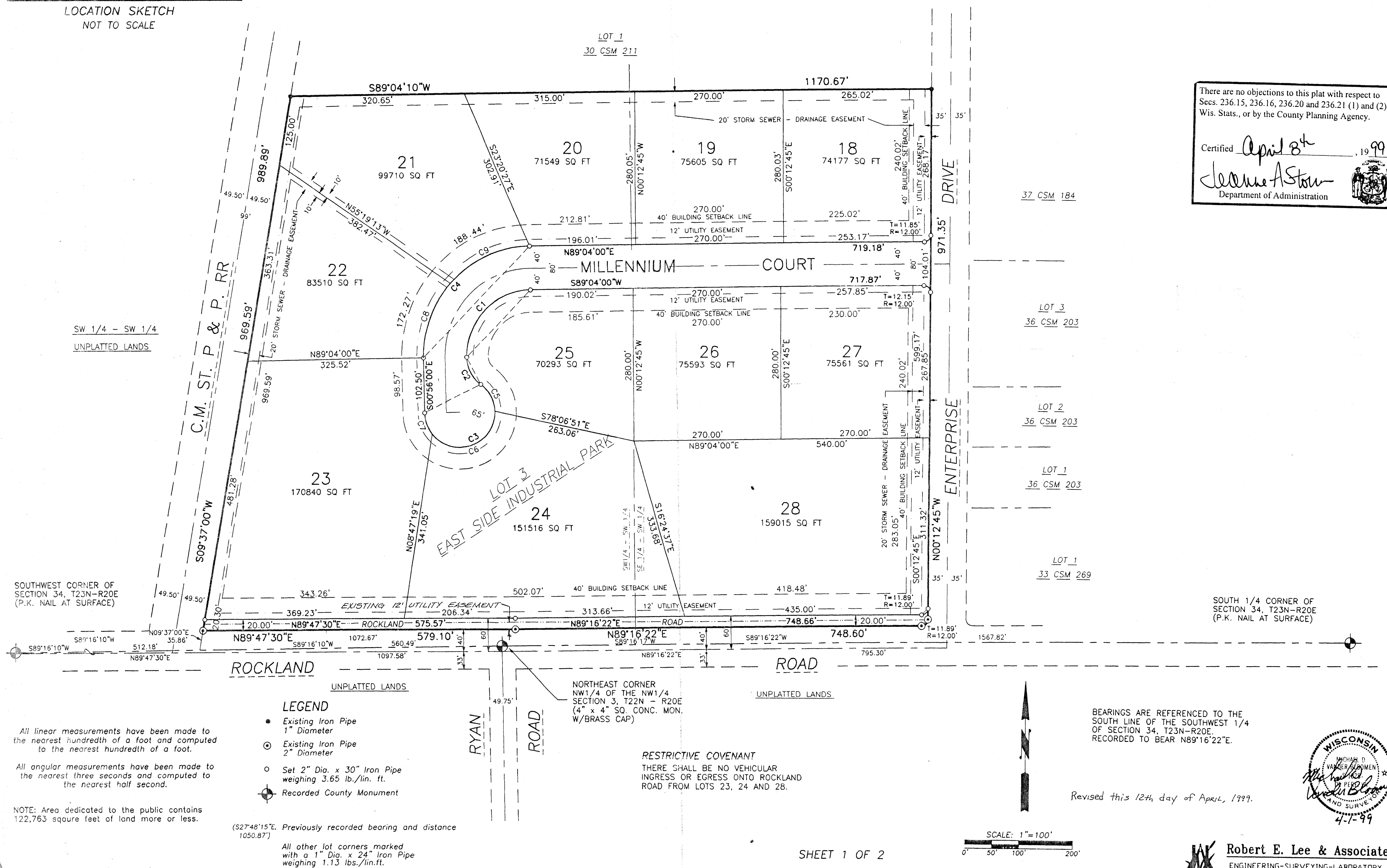
LOCATION SKETCH
NOT TO SCALE

CURVE DATA:

NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC	CHORD	TAN BEARING	2ND TAN BEARING
C1	90°00'00"	S 44°04'00" W	120.00	120.00	188.50	169.71	S 00°56'00" E	S 00°56'00" E
C2	52°01'42"	S 26°56'51" E	31.72	65.00	59.02	57.02	S 00°56'00" E	S 52°57'42" E
C3	232°01'04"	S 63°02'50" W	INFINITE	65.00	263.22	116.83	S 52°57'42" E	S 00°56'38" E
C4	90°00'00"	N 44°04'00" E	200.00	200.00	314.16	282.84		
C5	51°17'08"	S 27°19'08" E	31.18	65.00	58.18	56.26		
C6	143°38'06"	S 70°08'29" W	198.09	65.00	162.95	123.51		
C7	37°05'50"	N 19°29'33" W	21.79	65.00	42.09	41.35		
C8	42°14'30"	N 20°11'15" E	77.26	200.00	147.45	144.13		
C9	47°45'30"	N 65°11'15" E	88.54	200.00	166.71	161.92		

EAST SIDE INDUSTRIAL PARK SECOND ADDITION

PART OF LOT 3, EAST SIDE INDUSTRIAL PARK, LOCATED IN THE
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 34, T23N - R20E, CITY OF
DE PERE, BROWN COUNTY, WISCONSIN.



There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2),
Wis. Stats., or by the County Planning Agency.

Certified April 8th, 1999

Deanne A. Stow
Department of Administration

EAST SIDE INDUSTRIAL PARK SECOND ADDITION

PART OF LOT 3, EAST SIDE INDUSTRIAL PARK, LOCATED IN THE
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHWEST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 34, T23N - R20E, CITY OF
DE PERE, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Michael D. Vander Bloomen, Registered Land Surveyor, do hereby certify that under the direction of the City of De Pere, owner, I have surveyed, divided and mapped the Plat of the East Side Industrial Park Second Addition, being part of Lot 3, East Side Industrial Park, located in the Southeast 1/4 of the Southwest 1/4 and in the Southwest 1/4 of the Southwest 1/4 of Section 34, T23N, R20E, City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Section 34, T23N, R20E; thence N89°16'10"E, 512.18 feet along the South line of the Southwest 1/4 of said Section 34 to the Easterly right of way line of the C.M. St. P & P. Railroad; thence N09°37'00"E, 35.86 feet along said Easterly line to the North right of way line of Rockland Road the POINT OF BEGINNING; thence N89°47'30"E, 579.10 feet along said North line; thence N89°16'22"E, 748.60 feet along said North line; thence 18.74 feet along the arc of a 12.00 foot radius curve to the left having a long chord which bears N44°31'49"E, 16.89 feet to the Westerly right of way line of Enterprise Drive; thence N00°12'45"W, 971.35 feet along said Westerly line to the South line of Volume 30 of Certified Survey Maps on page 211; thence S89°04'10"W, 1170.67 feet along said South line to the Easterly right of way line of the C.M. St. P & P. Railroad; thence S09°37'00"W, 989.89 feet along said Easterly line to the POINT OF BEGINNING...containing 1,230,145 square feet or 28.24 acres of land more or less.

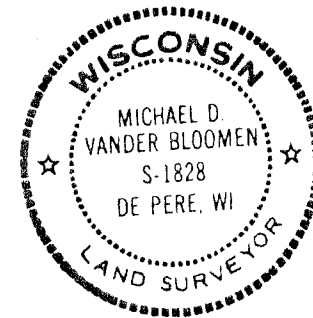
That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision regulations of the City of De Pere.

Dated this 1st day of April, 1999.

Michael D. Vander Bloomen

Michael D. Vander Bloomen, Registered Land Surveyor #1828
ROBERT E. LEE & ASSOCIATES, INC.

Revised this 12th day of April, 1999.



CORPORATE OWNER'S CERTIFICATE OF DEDICATION

CITY OF DE PERE, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

CITY OF DE PERE, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:
DEPARTMENT OF ADMINISTRATION, CITY OF DE PERE PLANNING COMMISSION, BROWN COUNTY PLANNING COMMISSION.

IN WITNESS WHEREOF, the said CITY OF DE PERE has caused these presents to be signed by MICHAEL J. WALSH, its Mayor, and countersigned by DAVID G. MINTEN, its clerk, at De Pere, Wisconsin, and its corporate seal to be hereunto affixed on this 16th day of June, 1999.

Michael J. Walsh
Michael J. Walsh Mayor

David G. Minten
David G. Minten Clerk

STATE OF WISCONSIN)
BROWN COUNTY) SS

Personally came before me this 15th day of June, 1999, MICHAEL J. WALSH, its Mayor, and DAVID G. MINTEN, clerk of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public Kerry A. Krueger
Kerry A. Krueger
My commission expires December 8, 2002

REGISTER'S OFFICE
Brown Co., Wis.

Received for record the 17th day of June, A.D. 1999 at 1:24 o'clock P.M. and recorded in Vol. 21 of Plats on page 57.

Colly Wilkings
Register of Deeds

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., or by the County Planning Agency.

Certified April 8th, 1999
Jeannette Astor
Department of Administration

CITY COUNCIL RESOLUTION

Resolved that the plat known as "EAST SIDE INDUSTRIAL PARK SECOND ADDITION" which has been duly filed for approval of the Common Council of the City of De Pere, be and is hereby approved as required by Chapter 236 of the Wisconsin Statutes.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Common Council of the City of De Pere on this 2nd day of March, 1999.

David G. Minten
David G. Minten Clerk

Approved for the City of De Pere Planning Commission this 15th day of June, 1999.

William R. Patzke
William R. Patzke
Director of Planning

TREASURER'S CERTIFICATE

As duly appointed/elected De Pere City Treasurer and Brown County Treasurer, we hereby certify that the records in our office show no unpaid taxes and no unpaid special assessments affecting any of the lands in the plat known as "EAST SIDE INDUSTRIAL PARK SECOND ADDITION", as of the dates listed below.

David G. Minten 6-15-99
David G. Minten Dated
De Pere City Treasurer

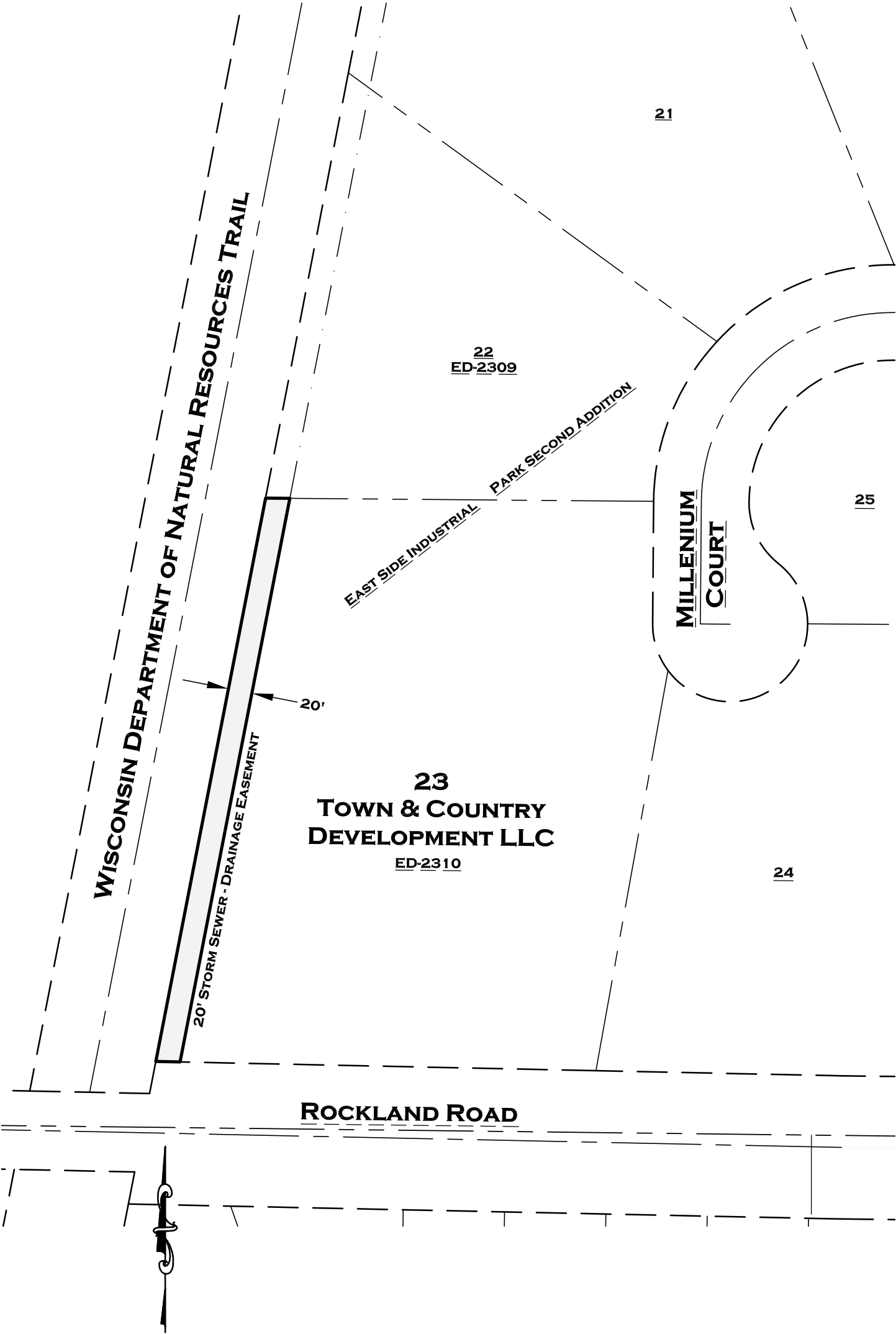
Kerry M. Blaney 6-16-99
Kerry M. Blaney Dated
Brown County Treasurer



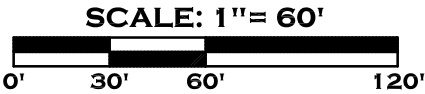
Robert E. Lee & Associates, Inc.
ENGINEERING-SURVEYING-LABORATORY SERVICES
BOX 2100 GREEN BAY WI. 54306 414-336-6338

SHEET 2 OF 2

EXHIBIT A



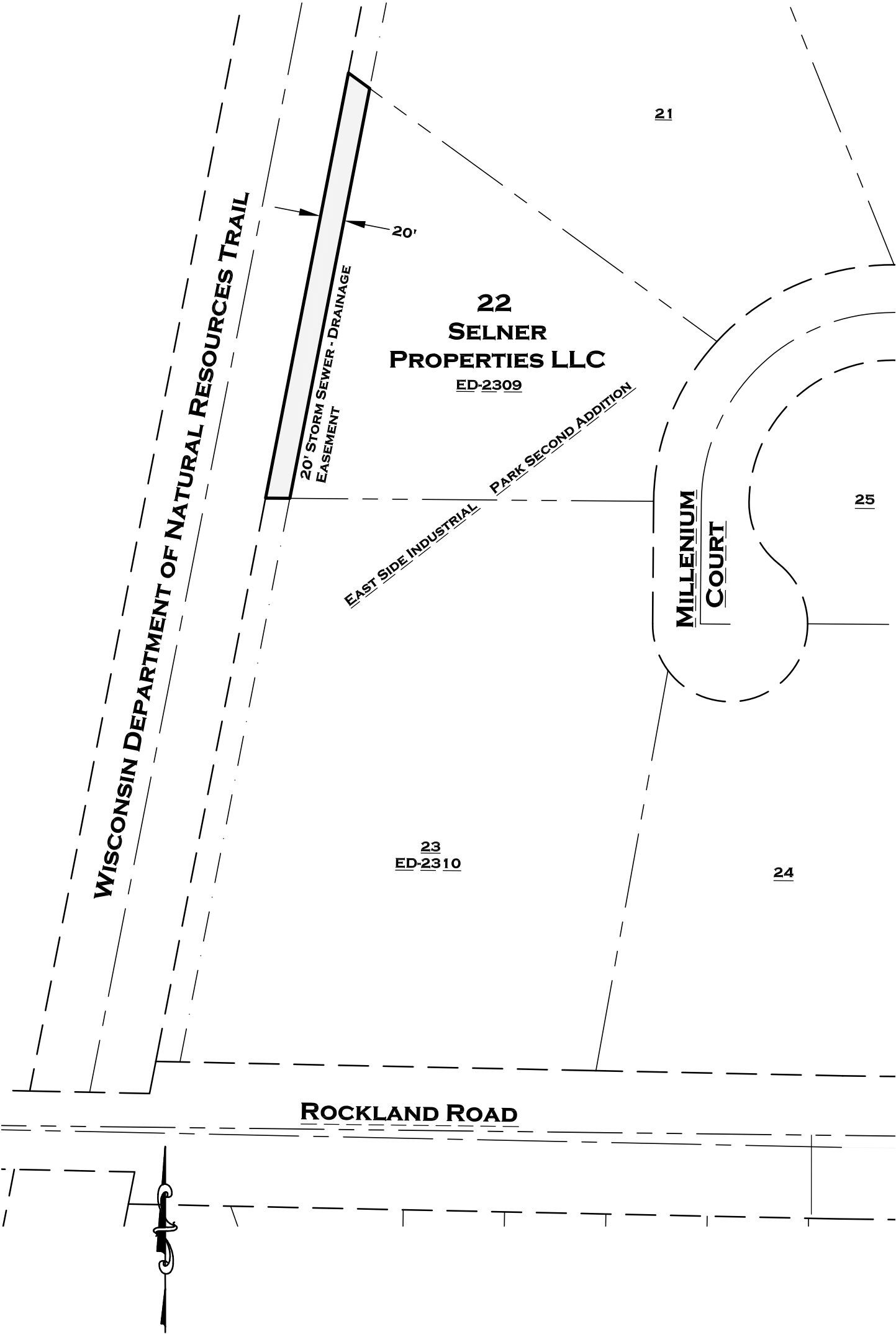
Attachment: 20'storm easement release_exhibits_legals (7714 : Resolution #18-130 Authorizing Release of Storm Sewer-Drainage Easement-Parcels ED-2309 and ED-2310)



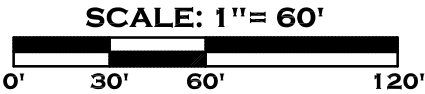
ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
PHONE:(920) 662-9641
INTERNET: WWW.RELEEINC.COM FAX:(920) 662-9141

R:\0400\0404\0404436\DWG\20' RELEASE.DWG

EXHIBIT A



Attachment: 20'storm easement release_exhibits_legals (7714 : Resolution #18-130 Authorizing Release of Storm Sewer-Drainage Easement-Parcels ED-2309 and ED-2310)



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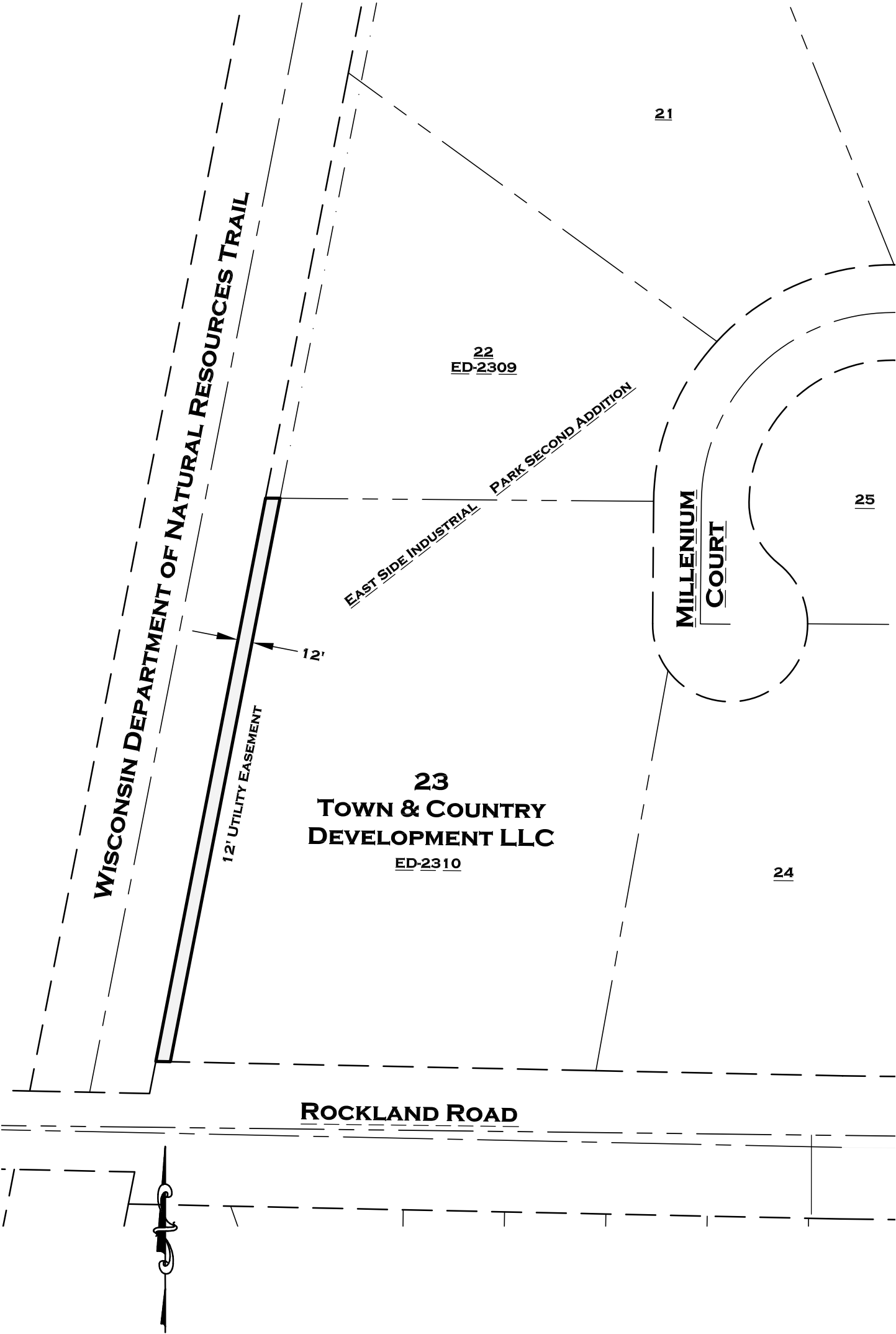
ED-2310

The westerly 20.00 feet of Lot 23, East Side Industrial Park Second Addition, located in part of the Southwest 1/4 of the Southwest 1/4 of Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin.

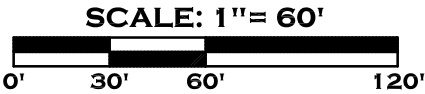
ED-2309

The westerly 20.00 feet of Lot 22, East Side Industrial Park Second Addition, located in part of the Southwest 1/4 of the Southwest 1/4 of Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin.

EXHIBIT A



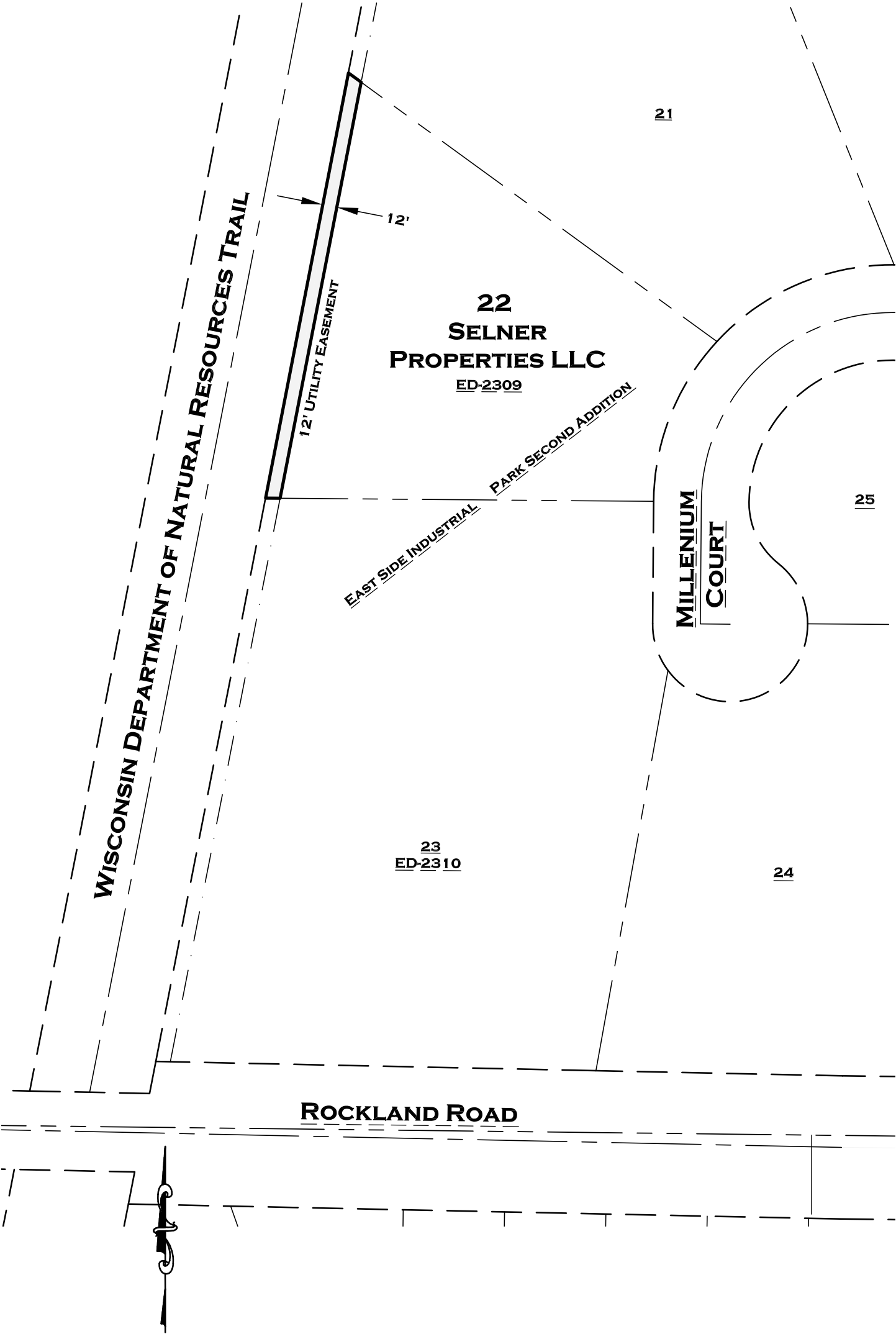
Attachment: 12' utility easement_exhibits_legals (7714 : Resolution #18-130 Authorizing Release of Storm Sewer-Drainage Easement-Parcels ED-2309 and ED-2310)



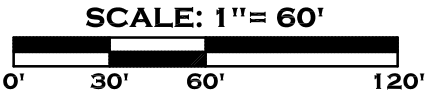
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R:\0400\0404\0404436\DWG\12' RELEASE\12' RELEASE.DWG

EXHIBIT A



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ED-2310

The westerly 12.00 feet of Lot 23, East Side Industrial Park Second Addition, located in part of the Southwest 1/4 of the Southwest 1/4 of Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin.

ED-2309

The westerly 12.00 feet of Lot 22, East Side Industrial Park Second Addition, located in part of the Southwest 1/4 of the Southwest 1/4 of Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #18-131 Authorizing Issuance of a Promissory Note for Temporary Borrowing of \$570,000 for Public Purposes.

The Finance-Personnel Committee voted unanimously to approve this item at its December 11, 2018 meeting.

ATTACHMENTS:

- Reso18-131 (DOCX)
- Exhibit A -Reso. 18-111 (PDF)
- 2018Short-TermNoteBorrowingMemo (PDF)
- 2018 Short-Term Note Term Sheet from Associated Bank (PDF)
- 2018-2019 DETAIL SHORT TERM NOTE BORROWING (PDF)

RESOLUTION #18-131

AUTHORIZING ISSUANCE OF A PROMISSORY NOTE FOR
TEMPORARY BORROWING OF \$570,000 FOR PUBLIC PURPOSES

WHEREAS, Wis. Stats. §67.12(12) authorizes municipalities to issue promissory notes as evidence of indebtedness for any public purpose; and

WHEREAS, on November 20, 2018, the Common Council adopted Resolution #18-111 a copy of which is attached as Exhibit A, approving the City's 2019 budget, including authorization for indebtedness of \$570,000 in 2018 with repayment thereof, including interest, in 2019 to purchase the following equipment and services:

1. \$72,200 for Police Department squad lease continuations (4);
2. \$66,000 for Police Department squad replacements (4);
3. \$42,000 for Fire Department administrative vehicle;
4. \$69,800 for Municipal Service Center roof repair; and
5. \$320,000 for City Hall generator

all of which constitute public purposes; and

WHEREAS, Resolution #18-111 further levied a direct, annual tax, sufficient in amount to pay, and for the express purpose of paying, the interest on the note as it falls due and to pay and discharge the principal thereof at maturity; and

WHEREAS, including this anticipated borrowing of \$570,000, the City's indebtedness is \$34,680,000, which is within the City's 5% constitutional debt limitation of \$105,880,785;

WHEREAS, the promissory note shall be on the terms and conditions authorized below; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

Resolution #18-131
Page 2 of 2

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to issue a promissory note for the purposes expressed above provided such note is on the following terms:

1. In an amount not to exceed five hundred seventy thousand and no/100 (\$570,000); and
2. Bears an interest rate of no more than 3.60% per annum, with interest computed on the basis of the actual number of days over a 365-day period; and
3. Is due and payable in no more than sixty (60) days from the date of issuance; and
4. Contains no pre-payment penalty.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #18-111

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2019 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2019 City Budget; and

WHEREAS, a public hearing regarding proposed 2019 City Budget was held on November 20, 2018; and

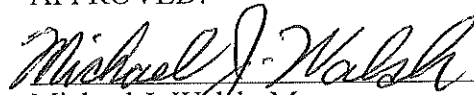
WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2019 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the De Pere Common Council hereby approves the 2019 Budget as presented; further the Common Council adopts a total 2018 property tax levy to support the City's 2019 Budget and that this levy be further apportioned according to the following: General Fund (\$8,202,547); Debt Service (\$2,830,250); Capital Projects (\$2,642,276); and Local Levy TID Districts (\$1,031,548).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of November, 2018.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Shana D. Ledvina, Clerk-Treasurer

Ayes: 8

Nays: 0

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: December 5, 2018
Subject: 2018 Short-Term Note

I have attached the interest rate quote from Associated Bank for the City's short-term note borrowing of \$570,000 authorized in the Adopted 2019 budget in November 2018. The repayment of the note was included in the City's 2019 debt service fund expenditures and covers five items included in the 2019 budget as noted in the attachment. These amounts were included on pages 316-319 of the 2019 Executive Budget. The interest rate quote of 3.6% for 60 days on the note is very comparable to the latest municipal borrowings of our similar bond rating upon reviewing Springsted's November & December's 2018 bond sales results.

I recommend the Finance Committee approve the terms of this note. Should you have any questions on this feel free to contact me or I will be present at the Finance Committee meeting on December 11th.



December 4, 2018

Mr. Joseph G. Zegers
Finance Director
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

RE: Term sheet

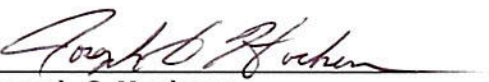
Dear Joe:

The proposed terms and conditions are provided for discussion purposes only and do not constitute an offer, agreement, or commitment to lend by Associated Bank ("Bank"). The actual terms and conditions upon which Bank might extend credit to the Borrower are subject to final credit approval.

Borrower:	City of De Pere
<u>Purpose:</u>	Purchases as outlined in attachment
<u>Amount:</u>	\$570,000 General Obligation Loan
<u>Interest Rate:</u>	3.60% fixed – taxable Calculated on the basis of the actual number of days over a 365 day year
<u>Repayment:</u>	Principal and interest due at maturity
<u>Maturity:</u>	60 Days
<u>Legal Fees:</u>	\$425.00
<u>Prepayment Costs:</u>	None

If you have any questions, please contact me at (920) 433-3091.

Sincerely,

By: 
Joseph G. Hockers
Vice President, Government Banking

2019 to purchase the following equipment and services:

1. \$72,200 for Police Department squad lease continuations(4);
2. \$66,000 for Police Department squad replacements(4);
3. \$42,000 for Fire Department administrative vehicle;
4. \$69,800 for Municipal Service Center roof repair; and
5. \$320,000 for City Hall generator

CITY OF DE PERE
2018 – 2019 SHORT-TERM NOTE BORROWING

<u>PURPOSE</u>	<u>AMOUNT</u>
Police: Four Squad Lease Continuations	\$ 72,200
Police: Four Squad Replacements	66,000
Fire: Administrative Vehicle	42,000
MSC: Building Roof Repairs	69,800
City Hall: Generator	<u>320,000</u>
TOTAL	<u>\$570,000</u>



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #18-132 Amending Resolution #18-111 (Adoption of Tax Levy for City Purposes to Support the 2019 City Budget by Re-apportioning \$900,000 Budgeted for Improving and Transforming the City Pools to the Debt Service Fund Rather than the Capital Projects Fund).

ATTACHMENTS:

- Reso18-132 (DOCX)
- 2019 Amended Budget Resolution Memo (DOC)

RESOLUTION #18-132

AMENDING RESOLUTION #18-111 (Adoption of Tax Levy for City Purposes to Support the 2019 City Budget) BY RE-APPORTIONING \$900,000 BUDGETED FOR IMPROVING AND TRANSFORMING THE CITY POOLS TO THE DEBT SERVICE FUND RATHER THAN THE CAPITAL PROJECTS FUND

WHEREAS, Resolution #18-111 levying taxes to support the 2019 City Budget was adopted by the Council on November 20, 2018; and

WHEREAS, said Resolution apportioned the total tax levy of \$14,706,621 as follows:

General Fund (\$8,202,547); Debt Service (\$2,830,250); Capital Projects (\$2,642,276); and Local Levy TID Districts (\$1,031,548)

with the Capital Projects apportionment including \$900,000 in excess of the City's levy limit as authorized by voter referendum on November 6, 2018;

WHEREAS, it has been determined by the city's auditors that the \$900,000 so authorized by referendum is more properly apportioned to Debt Service and not Capital Projects; and

WHEREAS, the Council wishes to re-apportion the \$900,000 to Debt Service, to correct the levy apportionment and maintain the total amount levied of \$14,706,621.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby re-apportions the total 2018 property tax levy to support the City's 2019 Budget as follows:

General Fund (\$8,202,547); Debt Service (\$3,730,250); Capital Projects (\$1,742,276); and Local Levy TID Districts (\$1,031,548).

BE IT FURTHER RESOLVED THAT:

All City officers, officials and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Resolution #18-132
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of
December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-132 (7718 : Resolution #18-132 Amending Resolution #18-111 (Adoption of Tax Levy for City Purposes))

To: Honorable Mayor and Members of the Common Council
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: December 13, 2018
Subject: Amended 2019 Budget Resolution

I have attached a revised 2019 budget resolution that properly allocates the \$900,000 pool referendum tax levy to the debt service fund instead of the capital projects fund as indicated in budget resolution #18-111 approved November 20th, 2018. I mistakenly classified the pool referendum tax levy amount in capital projects when it should be in the debt service fund to comply with generally accepted accounting principles (GAAP) when making this last-minute change in finalizing the 2019 Executive Budget. I confirmed this with the City's auditors and as a result ask for your approval of the revised resolution so we are in compliance with GAAP. The appropriate changes will also be made to the 2019 Adopted Budget document which will be distributed at the end of this month.

Should you have any questions on this feel free to contact me or I will be present at the City Council meeting on December 18th.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Voucher Approval.

ATTACHMENTS:

- 12-18-18 VOUCHERS (PDF)

PACKET: 05994 DEC 2018 COUNCIL - 2 12-18-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0007	AMBROSIUS SALES & SERVICE I-9045	AMBROSIUS SALES & SERVICE	R	12/18/2018		28.44CR	087336	28.44
0020	BADGERLAND PRINTING INC I-32599	BADGERLAND PRINTING INC	R	12/18/2018		44.00CR	087337	44.00
0023	BATTERIES PLUS LLC I-P8628380	BATTERIES PLUS LLC	R	12/18/2018		61.68CR	087338	61.68
0027	BAY TOWEL INC I-2741144 I-2743765	BAY TOWEL INC BAY TOWEL INC	R R	12/18/2018 12/18/2018		98.94CR 87.59CR	087339 087339	186.53
0034	BLINDAUER'S INC I-5640	BLINDAUER'S INC	R	12/18/2018		4,362.80CR	087340	4,362.80
0038	BROADWAY AUTOMOTIVE INC C-425003P I-436876P I-926333	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R R R	12/18/2018 12/18/2018 12/18/2018		76.62 25.76CR 1,552.83CR	087341 087341 087341	1,501.97
0039	BROOKS TRACTOR INC I-D68368	BROOKS TRACTOR INC	R	12/18/2018		61.77CR	087342	61.77
0044	BROWN COUNTY REGISTER OF DEEDS I-201812118873	BROWN COUNTY REGISTER OF DEEDS	R	12/18/2018		38.00CR	087343	38.00
0061	CUMMINS NPOWER, LLC I-F4-20993 I-F4-20994 I-F4-21221	CUMMINS NPOWER, LLC CUMMINS NPOWER, LLC CUMMINS NPOWER, LLC	R R R	12/18/2018 12/18/2018 12/18/2018		336.41CR 290.15CR 173.00CR	087344 087344 087344	799.56
0075	DIGGERS HOTLINE INC I-181 1 36401 I-181 1 36402	DIGGERS HOTLINE INC DIGGERS HOTLINE INC	R R	12/18/2018 12/18/2018		270.91CR 11.20CR	087345 087345	282.11
0076	NASSCO INC C-S2403970.001 I-S2402310.001 I-S2403919.001	NASSCO INC NASSCO INC NASSCO INC	R R R	12/18/2018 12/18/2018 12/18/2018		64.42 374.60CR 64.46CR	087346 087346 087346	374.64
0085	EMERGENCY MEDICAL PRODUCTS INC I-2032466 I-2033254	EMERGENCY MEDICAL PRODUCTS INC EMERGENCY MEDICAL PRODUCTS INC	R R	12/18/2018 12/18/2018		261.35CR 205.11CR	087347 087347	466.46

Attachment: 12-18-18 VOUCHERS (7724 : Voucher Approval.)

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A / P CHECK REGISTER

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PACKET: 05994 DEC 2018 COUNCIL - 2 12-18-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0089	FRV INC I-131320	FRV INC	R	12/18/2018		608.75CR	087348	608.75
0105	FOX SPECIALITY COMPANY I-396361	FOX SPECIALITY COMPANY	R	12/18/2018		39.93CR	087349	39.93
0116	GRAINGER INC I-9005987988 I-9005987996 I-9958215825 I-9958215833 I-9958215841 I-9959910069	GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC	R R R R R R	12/18/2018 12/18/2018 12/18/2018 12/18/2018 12/18/2018 12/18/2018		104.38CR 48.16CR 17.67CR 132.13CR 96.46CR 325.00CR	087350 087350 087350 087350 087350 087350	723.80
0117	GRAYBAR ELECTRIC COMPANY INC I-9307457721	GRAYBAR ELECTRIC COMPANY INC	R	12/18/2018		91.57CR	087351	91.57
0173	MENARDS INC I-39042 I-39049 I-39107 I-39154 I-39160 I-39456 I-39634	MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC	R R R R R R R	12/18/2018 12/18/2018 12/18/2018 12/18/2018 12/18/2018 12/18/2018 12/18/2018		139.00CR 23.82CR 98.38CR 36.52CR 101.94CR 4.58CR 195.17CR	087352 087352 087352 087352 087352 087352 087352	599.41
0187	NSIGHT TELSERVICES I-201812128880	NSIGHT TELSERVICES	R	12/18/2018		64.40CR	087353	64.40
0197	PACKER CITY INTERNATIONAL INC I-X101095392:01 I-X101097383:01	PACKER CITY INTERNATIONAL INC PACKER CITY INTERNATIONAL INC	R R	12/18/2018 12/18/2018		34.36CR 139.98CR	087354 087354	174.34
0208	POMP'S TIRE SERVICE INC I-90052895 I-90053150 I-90053194	POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC	R R R	12/18/2018 12/18/2018 12/18/2018		60.00CR 478.34CR 200.00CR	087355 087355 087355	738.34
0217	COUNTRY VISIONS COOPERATIVE I-201812118874 I-201812128884 I-201812128885	COUNTRY VISIONS COOPERATIVE COUNTRY VISIONS COOPERATIVE COUNTRY VISIONS COOPERATIVE	R R R	12/18/2018 12/18/2018 12/18/2018		41.87CR 13.98CR 22.97CR	087356 087356 087356	78.82

Attachment: 12-18-18 VOUCHERS (7724 : Voucher Approval.)

PACKET: 05994 DEC 2018 COUNCIL - 2 12-18-18

VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0225	RED D MIX CONCRETE INC I-70312	RED D MIX CONCRETE INC	R	12/18/2018		291.20CR	087357	291.20
0238	WAUSAU EQUIPMENT CO INC I-6427565	WAUSAU EQUIPMENT CO INC	R	12/18/2018		1,033.56CR	087358	1,033.56
0277	VAN'S FIRE & SAFETY INC I-4117616	VAN'S FIRE & SAFETY INC	R	12/18/2018		16.70CR	087359	16.70
0302	AIRGAS USA LLC I-9957602805 I-9957602806	AIRGAS USA LLC AIRGAS USA LLC	R R	12/18/2018 12/18/2018		152.25CR 214.70CR	087360 087360	366.95
0331	FERGUSON WATERWORKS #1476 INC I-263368 I-263407 I-263799 I-263986	FERGUSON WATERWORKS #1476 INC FERGUSON WATERWORKS #1476 INC FERGUSON WATERWORKS #1476 INC FERGUSON WATERWORKS #1476 INC	R R R R	12/18/2018 12/18/2018 12/18/2018 12/18/2018		3,565.00CR 330.00CR 1,339.44CR 518.00CR	087361 087361 087361 087361	5,752.44
0362	JOHNSON CONTROLS FIRE PROTECTION LP I-41215915	JOHNSON CONTROLS FIRE PROTECTI	R	12/18/2018		25,419.16CR	087362	25,419.16
0417	TWEET GAROT MECHANICAL INC I-37763 I-68087 I-68088 I-68089 I-68090 I-68091 I-68093 I-68240	TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC	R R R R R R R R	12/18/2018 12/18/2018 12/18/2018 12/18/2018 12/18/2018 12/18/2018 12/18/2018 12/18/2018		1,710.00CR 345.00CR 562.00CR 2,544.50CR 417.50CR 2,145.00CR 1,513.00CR 85.26CR	087363 087363 087363 087363 087363 087363 087363 087363	9,322.26
0531	NORTHEAST AUTO PARTS INC I-335796 I-335864 I-335874 I-335880 I-335891 I-335920	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R R R R R R	12/18/2018 12/18/2018 12/18/2018 12/18/2018 12/18/2018 12/18/2018		90.00CR 25.08CR 13.49CR 98.50CR 17.99CR 12.84CR	087364 087364 087364 087364 087364 087364	257.90
0536	COW GOVERNMENT INC I-QDB3919 I-QDS3592 I-QDS8545	CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC	R R R	12/18/2018 12/18/2018 12/18/2018		111.24CR 54.06CR 911.30CR	087365 087365 087365	1,076.60

Attachment: 12-18-18 VOUCHERS (7724 : Voucher Approval.)

PACKET: 05994 DEC 2018 COUNCIL - 2 12-18-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0554	DAVIS & KUELTHAU SC TRUST ACCOUNT							
	I-430887	DAVIS & KUELTHAU SC TRUST ACCO	R	12/18/2018		1,560.00CR	087366	1,560.00
0584	PATRICK ZELZER AND ASSOCIATES							
	I-ZEL-2018003719	PATRICK ZELZER AND ASSOCIATES	R	12/18/2018		50.00CR	087367	
	I-ZEL-2018003725	PATRICK ZELZER AND ASSOCIATES	R	12/18/2018		50.00CR	087367	
	I-ZEL-2018003726	PATRICK ZELZER AND ASSOCIATES	R	12/18/2018		50.00CR	087367	150.00
0917	RICK W DE WEERT							
	I-201812118876	RICK W DE WEERT	R	12/18/2018		20.85CR	087368	20.85
1276	JX ENTERPRISES INC							
	I-1459539P	JX ENTERPRISES INC	R	12/18/2018		32.25CR	087369	
	I-1460978P	JX ENTERPRISES INC	R	12/18/2018		119.52CR	087369	
	I-1460979P	JX ENTERPRISES INC	R	12/18/2018		9.89CR	087369	
	I-1460980P	JX ENTERPRISES INC	R	12/18/2018		23.96CR	087369	185.62
1331	PACKER FASTENER & SUPPLY INC							
	I-414324	PACKER FASTENER & SUPPLY INC	R	12/18/2018		28.00CR	087370	28.00
1399	INDOFF INC							
	I-3181351	INDOFF INC	R	12/18/2018		94.19CR	087371	
	I-3181382	INDOFF INC	R	12/18/2018		47.21CR	087371	
	I-3181954	INDOFF INC	R	12/18/2018		25.99CR	087371	
	I-3181981	INDOFF INC	R	12/18/2018		201.04CR	087371	
	I-3182691	INDOFF INC	R	12/18/2018		207.94CR	087371	576.37
1443	MARTIN SYSTEMS INC							
	I-171283	MARTIN SYSTEMS INC	R	12/18/2018		335.40CR	087372	
	I-171284	MARTIN SYSTEMS INC	R	12/18/2018		335.40CR	087372	670.80
1475	MUNICODE							
	I-321147	MUNICODE	R	12/18/2018		2,573.10CR	087373	2,573.10
1631	JOEL PANSIER							
	I-201812128881	JOEL PANSIER	R	12/18/2018		125.00CR	087374	125.00
1985	OIL EQUIPMENT CO INC							
	I-261091-IN	OIL EQUIPMENT CO INC	R	12/18/2018		2,794.00CR	087375	2,794.00
2602	JOSSART BROTHERS INC							
	I-18-01 (7)	JOSSART BROTHERS INC	R	12/18/2018		142,022.90CR	087376	
	I-825	JOSSART BROTHERS INC	R	12/18/2018		1,568.00CR	087376	
	I-826	JOSSART BROTHERS INC	R	12/18/2018		1,644.50CR	087376	145,235.40

Attachment: 12-18-18 VOUCHERS (7724 : Voucher Approval.)

PACKET: 05994 DEC 2018 COUNCIL - 2 12-18-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2625	EMMONS BUSINESS INTERIORS LLC							
	I-142375	EMMONS BUSINESS INTERIORS LLC	R	12/18/2018		2,363.76CR	087377	2,363.76
2708	CLEANING SOLUTION SERVICES INC							
	I-18605	CLEANING SOLUTION SERVICES INC	R	12/18/2018		1,657.49CR	087378	
	I-18607	CLEANING SOLUTION SERVICES INC	R	12/18/2018		1,349.21CR	087378	
	I-18644	CLEANING SOLUTION SERVICES INC	R	12/18/2018		558.00CR	087378	3,564.70
2953	SHERWIN INDUSTRIES INC							
	I-SS077752	SHERWIN INDUSTRIES INC	R	12/18/2018		983.04CR	087379	983.04
2984	BROWN COUNTY TREASURER							
	I-2018-1B	BROWN COUNTY TREASURER	R	12/18/2018		715.10CR	087380	715.10
3140	KUNDINGER FLUID POWER INC							
	I-50514159	KUNDINGER FLUID POWER INC	R	12/18/2018		261.51CR	087381	
	I-50516847	KUNDINGER FLUID POWER INC	R	12/18/2018		103.85CR	087381	365.36
3191	NCI							
	I-AT12119	NCI	R	12/18/2018		74.85CR	087382	74.85
3202	PHYSIO-CONTROL INC							
	I-118089626	PHYSIO-CONTROL INC	R	12/18/2018		1,088.00CR	087383	1,088.00
3250	NORTHERN LAKE SERVICE							
	I-346349	NORTHERN LAKE SERVICE	R	12/18/2018		1,593.00CR	087384	1,593.00
3304	FISCHER-ULMAN CONST INC							
	I-18-05 (3)	FISCHER-ULMAN CONST INC	R	12/18/2018		7,616.35CR	087385	7,616.35
3707	VIKING ELECTRIC SUPPLY							
	I-S002142897.001	VIKING ELECTRIC SUPPLY	R	12/18/2018		130.47CR	087386	130.47
4679	NEWSC							
	I-1695	NEWSC	R	12/18/2018		2,200.00CR	087387	
	I-1743	NEWSC	R	12/18/2018		100.00CR	087387	2,300.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-175248	OSHKOSH FIRE & POLICE EQUIPMEN	R	12/18/2018		800.00CR	087388	
	I-175436	OSHKOSH FIRE & POLICE EQUIPMEN	R	12/18/2018		780.00CR	087388	1,580.00
4902	HALRON LUBRICANTS INC							
	C-136260-00	HALRON LUBRICANTS INC	R	12/18/2018		20.00	087389	
	C-984182-00	HALRON LUBRICANTS INC	R	12/18/2018		20.00	087389	
	I-1035848-00	HALRON LUBRICANTS INC	R	12/18/2018		938.92CR	087389	898.92

Attachment: 12-18-18 VOUCHERS (7724 : Voucher Approval.)

PACKET: 05994 DEC 2018 COUNCIL - 2 12-18-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5055	QUALITY TRUCK CARE CENTER INC I-DS151764	QUALITY TRUCK CARE CENTER INC	R	12/18/2018		4,580.83CR	087390	4,580.83
5188	NORTHEAST ASPHALT INC I-18-07 (3)	NORTHEAST ASPHALT INC	R	12/18/2018		244,779.47CR	087391	244,779.47
5222	P J KORTENS & CO INC I-10021003 I-10021004	P J KORTENS & CO INC P J KORTENS & CO INC	R R	12/18/2018 12/18/2018		885.00CR 207.25CR	087392 087392	 1,092.25
5402	R & R INDUSTRIES INC I-T03451	R & R INDUSTRIES INC	R	12/18/2018		702.07CR	087393	702.07
5484	HYDROCORP INC I-50286-IN I-50478-IN	HYDROCORP INC HYDROCORP INC	R R	12/18/2018 12/18/2018		2,876.00CR 2,309.00CR	087394 087394	 5,185.00
5674	HOME TEAM SPORTS & APPAREL INC I-36752	HOME TEAM SPORTS & APPAREL INC	R	12/18/2018		502.75CR	087395	502.75
5932	AECOM TECHNICAL SERVICES INC I-2000139753	AECOM TECHNICAL SERVICES INC	R	12/18/2018		1,390.00CR	087396	1,390.00
6198	MAILFINANCE I-N7367969	MAILFINANCE	R	12/18/2018		314.73CR	087397	314.73
6342	IDEA DINER I-100005918	IDEA DINER	R	12/18/2018		385.00CR	087398	385.00
6802	ADVANCED DISPOSAL I-B80000646335	ADVANCED DISPOSAL	R	12/18/2018		290.70CR	087399	290.70
6849	BONGERS, ERIN I-201812118872	BONGERS, ERIN	R	12/18/2018		59.41CR	087400	59.41
6948	RAY'S TIRE I-1003792 I-1003944	RAY'S TIRE RAY'S TIRE	R R	12/18/2018 12/18/2018		960.80CR 828.48CR	087401 087401	 1,789.28
7079	G & O THERMAL SUPPLY COMPANY I-91404 I-91419	G & O THERMAL SUPPLY COMPANY G & O THERMAL SUPPLY COMPANY	R R	12/18/2018 12/18/2018		406.54CR 311.20CR	087402 087402	 717.74

Attachment: 12-18-18 VOUCHERS (7724 : Voucher Approval.)

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PACKET: 05994 DEC 2018 COUNCIL - 2 12-18-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7288	JESSICA DART I-201812118875	JESSICA DART	R	12/18/2018		31.64CR	087403	31.64
7320	MIKE VANDENHEUVEL I-201812128883	MIKE VANDENHEUVEL	R	12/18/2018		114.00CR	087404	114.00
7350	WI MEDIA I-2141689	WI MEDIA	R	12/18/2018		735.81CR	087405	735.81
7422	EXCEL UNDERGROUND LLC I-6538	EXCEL UNDERGROUND LLC	R	12/18/2018		2,900.55CR	087406	2,900.55
7444	SARA LORNSON I-201812128877 I-201812128878 I-201812128879	SARA LORNSON SARA LORNSON SARA LORNSON	R R R	12/18/2018 12/18/2018 12/18/2018		29.95CR 160.78CR 69.63CR	087407 087407 087407	260.36
7507	DEBORAH ARMBRUSTER I-201812118871	DEBORAH ARMBRUSTER	R	12/18/2018		117.32CR	087408	117.32
7553	GLENN'S 24 HR TOWING INC I-78376	GLENN'S 24 HR TOWING INC	R	12/18/2018		275.00CR	087409	275.00
7620	JT ENGINEERING INC I-180014-09	JT ENGINEERING INC	R	12/18/2018		1,756.00CR	087410	1,756.00
7639	CORE & MAIN LP I-3790236	CORE & MAIN LP	R	12/18/2018		48.01CR	087411	48.01
7645	SPARC INC I-CDP.101.7	SPARC INC	R	12/18/2018		500.00CR	087412	500.00
7707	DUNCAN ASSOCIATES INC I-337-18-08	DUNCAN ASSOCIATES INC	R	12/18/2018		8,204.18CR	087413	8,204.18
7753	ECS MIDWEST LLC I-685941 I-685948 I-685949	ECS MIDWEST LLC ECS MIDWEST LLC ECS MIDWEST LLC	R R R	12/18/2018 12/18/2018 12/18/2018		232.65CR 1,025.65CR 1,882.80CR	087414 087414 087414	3,141.10
7764	GREAT AMERICA FINANCIAL SVCS I-23719523	GREAT AMERICA FINANCIAL SVCS	R	12/18/2018		407.36CR	087415	407.36

Attachment: 12-18-18 VOUCHERS (7724 : Voucher Approval.)

12/12/2018 4:28 PM

A / P CHECK REGISTER

PAGE: 8

1.20.a

PACKET: 05994 DEC 2018 COUNCIL - 2 12-18-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7779	BADGER OFFICE CITY I-805070-0	BADGER OFFICE CITY	R	12/18/2018		227.54CR	087416	227.54
7847	RINK-TEC INTERNATIONAL INC I-201812128882	RINK-TEC INTERNATIONAL INC	R	12/18/2018		40,650.50CR	087417	40,650.50
7855	CORE DISTINCTION GROUP INC I-1036	CORE DISTINCTION GROUP INC	R	12/18/2018		3,750.00CR	087418	3,750.00
7856	P & S BILLARD SERVICES LLC I-715063	P & S BILLARD SERVICES LLC	R	12/18/2018		690.00CR	087419	690.00
7857	WISCNET I-13686	WISCNET	R	12/18/2018		879.45CR	087420	879.45

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	85	0.00	558,534.83	558,534.83
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	85	0.00	558,534.83	558,534.83

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 12-18-18 VOUCHERS (7724 : Voucher Approval.)

12/12/2018 4:28 PM

A / P CHECK REGISTER

PAGE: 9

1.20.a

PACKET: 05994 DEC 2018 COUNCIL - 2 12-18-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	12/2018	106,582.33CR
201	12/2018	4,157.65CR
208	12/2018	100.80CR
209	12/2018	911.30CR
211	12/2018	291.20CR
260	12/2018	3,750.00CR
280	12/2018	3,204.18CR
285	12/2018	5,000.00CR
293	12/2018	1,756.00CR
405	12/2018	397,596.56CR
415	12/2018	940.50CR
425	12/2018	1,434.27CR
460	12/2018	1,390.00CR
601	12/2018	22,855.83CR
650	12/2018	8,564.21CR
=====		
ALL		558,534.83CR

Attachment: 12-18-18 VOUCHERS (7724 : Voucher Approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Operator License Applications.

ATTACHMENTS:

- 12-18-18 (PDF)

CITY OF DE PERE
License Committee - December 18, 2018

Previously Tabled Operator License Applications	
1	CAELWAERTS, ALLYSSA M.
2	MARQUEZ, SANDRA

New Operator License Applications	
1	COREY, LEA A.
2	ENWIYA, ADAM H.
3	JAGASIA, KSHITIJ
4	JENSS, CRYSTAL J.
5	KANE, COURTNEY B.
6	MARTIN, MICHEALA M.
7	NORMAN, DESTINEY D.
8	SAGE, JENNIFER E.
9	SHARKEY, BOBBIE M.
10	STILES, ALICIA M.
11	WERTELUSKY, MORGAN N.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Future Agenda Items.
